

**IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF COLUMBIA**

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UNITED STATES OF AMERICA, *et. al.*,

Plaintiffs,

v.

BANK OF AMERICA CORP., *et. al.*,

Defendants.

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Civil Action No. 12-00361 (RMC)

MONITOR’S FINAL CONSUMER RELIEF REPORT REGARDING DEFENDANT BANK OF  
AMERICA CORPORATION’S COMPLIANCE WITH ITS AGREEMENT WITH THE STATE  
OF NEVADA

The undersigned, Joseph A. Smith, Jr., in my capacity as Monitor under the Consent Judgment (Case 1:12-cv-00361-RMC; Document 11) filed in the above-captioned matter on April 4, 2012 (“Judgment”) and as Monitor pursuant to the March 22, 2012 agreement between the State of Nevada and Bank of America Corporation; Bank of America, N.A.; BAC Home Loans Servicing, LP (acting through its successor-in-interest by merger, Bank of America, N.A.); ReconTrust Company, N.A., Countrywide Financial Corporation; Countrywide Home Loans, Inc.; and Full Spectrum Lending, Inc. (“Nevada Agreement”), respectfully files with the United States District Court for the District of Columbia (“Court”) this Final Nevada Consumer Relief Report (“Report”) regarding the satisfaction by Bank of America, N.A., as of February 28, 2013, of its Consumer Relief Requirements under the Nevada Agreement, as such obligations are set forth with more particularity in Exhibit C to the Nevada Agreement and Exhibits D, D-1 and I to the Judgment. This Report is filed pursuant to Exhibit C to the Nevada Agreement, which agreement is

referenced in paragraph 9 to the Notice of Submission of Additional Settlement Agreements filed with the Court on March 13, 2012 ( Case 1:12 cv 00361 – RMC; Document 2).

## **I. Definitions**

This section defines words or terms that are used throughout this Report. Words and terms used and defined elsewhere in this Report will have the meanings given to them in the Sections of this Report where defined. Any capitalized terms used and not defined in this Report will have the meanings given them in the Nevada Agreement, the Judgment or the Exhibits attached thereto, as applicable. For convenience, a copy of the Nevada Agreement, without the signature pages of the Parties and including Exhibits A, B and C, is attached to this Report as Attachment 1; and the Judgment, without the signature pages of the Parties and including only Exhibits D, D-1 and I, is attached to this Report as Attachment 2.

In this Report:

- i) *Actual Credit Amount* has the meaning given the term in Section III.E.2. of this Report;
- ii) *Attorney General* means the Attorney General of the State of Nevada;
- iii) *Consumer Relief* has the meaning given to the term in Section II.A. of this Report and consists of any principal reduction on first or second liens (including reductions through loan modifications, deeds-in-lieu or short sales) on residential properties located in Nevada, only to the extent that such activity would qualify for credit under Exhibits D, D-1 and I to the Judgment;
- iv) *Consumer Relief Report* means Servicer's formal, written assertion as to the amount of Consumer Relief credit earned, which report is given to the IRG and is the basis on which the IRG performs a Satisfaction Review;

v) *Consumer Relief Requirements* means Servicer's obligations in reference to Consumer Relief as set forth in the Nevada Agreement, including Exhibit C to the Nevada Agreement, unless the term is used in connection with the Judgment, then *Consumer Relief Requirements* means and is limited to Servicer's obligations in reference to providing relief to consumers in the amounts and consisting of the transaction types set out in the Judgment, including Exhibits D, D-1 and I to the Judgment but excluding Servicer's solicitation obligations under Exhibit I to the Judgment;

vi) *Court* means the United States District Court for the District of Columbia;

vii) *Exhibit C* means Exhibit C to the Nevada Agreement;

viii) *Exhibit D* means Exhibit D to the Judgment;

ix) *Exhibit D-1* means Exhibit D-1 to the Judgment;

x) *Exhibit E* means Exhibit E to the Judgment;

xi) *Exhibit I* means Exhibit I to the Judgment;

xii) *First Interim National Consumer Relief Report* means the Interim Consumer Relief Report I filed with the Court on October 16, 2013, pursuant to the Judgment, regarding Servicer's creditable consumer relief activities under the Judgment through December 31, 2012;

xiii) *First Testing Period* is the period from March 1, 2012, through December 31, 2012;

xiv) *Internal Review Group* or *IRG* means an internal quality control group established by Servicer that is independent from Servicer's mortgage servicing operations, as required by paragraph C.7 of Exhibit E;

xv) *IRG Assertion* or *Assertion* refers to a certification given to me by the IRG regarding the credit amounts reported in Servicer's Consumer Relief Report;

xvi) *Monitor* means and is a reference to the person appointed under the Nevada Agreement and the Judgment to oversee, among other obligations, Servicer's satisfaction of the Consumer Relief Requirements, and the Monitor is Joseph A. Smith, Jr., who will be referred to in this Report in the first person;

xvii) *Monitor Report* or *Report* means this report;

xviii) *Nevada Agreement Testing Period* will have the meaning given to the term in Section II.E. of this Report and is the period from March 1, 2012, through February 28, 2013;

xix) *Participating Servicer* means one of the Servicers that is a party to the Judgment other than Bank of America, N.A.;

xx) *Primary Professional Firm* or *PPF* means BDO Consulting, a division of BDO USA, LLP;

xxi) *Professionals* means the Primary Professional Firm and any other accountants, consultants, attorneys and other professional persons, together with their respective firms, I engage from time to time to represent or assist me in carrying out my duties under the Judgment and the Nevada Agreement;

xxii) *Reported Credit Amount* has the meaning given to the term in Section III.E.2. of this Report;

xxiii) *Satisfaction Review* means a review conducted by the IRG to determine Servicer's satisfaction of the Consumer Relief Requirements under the Nevada Agreement;

xxiv) *Second Testing Period* is the period from January 1, 2013, through March 31, 2013;

xxv) *Second Interim National Consumer Relief Report* means the Interim Consumer Relief Report I filed with the Court on March 18, 2014, pursuant to the Judgment, regarding Servicer's creditable consumer relief activities under the Judgment from January 1, 2013, through March 31, 2013 and its satisfaction of its Consumer Relief Requirements under the Judgment;

xxvi) *Servicer* for the purpose of the Nevada Agreement and this Report means Bank of America, N.A. and *Servicers* for the purpose of the Settlement and this Report means the following: (i) J.P. Morgan Chase Bank, N.A.; (ii) Ocwen Loan Servicing, LLC and Green Tree Servicing LLC, successors by assignment to Residential Capital, LLC and GMAC Mortgage, LLC; (iii) Bank of America, N.A.; (iv) CitiMortgage, Inc.; and (v) Wells Fargo & Company and Wells Fargo Bank, N.A;

xxvii) *Settlement* means the Judgment and four other consent judgments filed with the Court in Case 1:12-cv-00361-RMC that settled mortgage loan servicing claims of the type described in the Judgment;

xxviii) *System of Record* or *SOR* means Servicer's business records pertaining primarily to its mortgage servicing operations and related business operations;

xxix) *Testing Population* has the meaning given to the term in Section III.E.1. of this Report;

xxx) *Work Papers* means the documentation of the test work and assessments by the IRG with regard to Servicer's satisfaction of the Consumer Relief Requirements, which documentation is required to be sufficient for the PPF to substantiate and confirm the accuracy and validity of the work and conclusions of the IRG; and

xxxi) *Work Plan* means the work plan established by agreement between Servicer and me pursuant to paragraphs C.11 through C.15 of Exhibit E.

## II. Introduction

### A. *Forms of Consumer Relief*

Under the terms of the Nevada Agreement, Servicer is required to provide mortgage loan relief in the form of principal reductions on first or second liens through loan modifications, short sales and deeds-in-lieu of foreclosure to certain distressed borrowers. To qualify for credit, the mortgage loan relief is required to satisfy the eligibility requirements of one of the following forms of consumer relief set out in Exhibits D, D-1 and I (“Consumer Relief”):

- First Lien Mortgage Modifications<sup>1</sup>
- Second Lien Portfolio Modifications<sup>2</sup>
- Short Sales and Deeds-in Lieu<sup>3</sup>

As described in the Second Interim National Consumer Relief Report, after my PPF and I conducted confirmatory due diligence, I concluded that Servicer had satisfied its Consumer Relief

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<sup>1</sup> Exhibit D, ¶ 1; Exhibit D-1, ¶ 1; Exhibit I, ¶¶ 2, 7.f and h. Creditable First Lien Mortgage Modifications include: Standard Principal Reduction Modifications (Exhibit D-1, ¶ 1.i); Forbearance Conversions (Exhibit D-1, ¶ 1.ii); Conditional Forgiveness Modifications (Exhibit D, ¶ 1.i); 180 DPD Modifications (Exhibit D, ¶ 1.f); FHA Principal Reductions (Exhibit D, ¶ 1.j(i)); Government Modifications (Exhibit D, ¶1.j (ii)); and Settlement Loan Modifications (Exhibit I, ¶¶ 2, 7.f and h).

<sup>2</sup> Exhibit D, ¶ 2; Exhibit D-1, ¶ 2. Creditable Second Lien Portfolio Modifications include proprietary (non-MHA) second lien principal reductions, also known as “2.b Modifications” (Exhibit D, ¶ 2.b); second lien principal reductions based upon a completed non-HAMP first lien modification by a Participating Servicer in the Settlement, also known as “2.c Modifications” (Exhibit D, ¶ 2.c); second lien modifications conducted through the Making Home Affordable Program (including 2MP), the FHA Short Refinance Second Lien Program (FHA2LP) or the HFA Hardest Hit Fund (or any other appropriate governmental program), also known as “2.d Modifications” or “second lien government modifications” (Exhibit D, ¶ 2.d); and second lien extinguishments to support the future ability of individuals to become homeowners, also known as “2.e Extinguishments” (Exhibit D, ¶ 2.e).

<sup>3</sup> Exhibit D, ¶ 4; Exhibit D-1, ¶ 4. Creditable loss mitigation transaction types in the context of Short Sales and Deeds-in-Lieu include payments made to an unrelated second lien holder for release of a second lien in connection with a completed Short Sale or Deed-in-Lieu (Exhibit D-1, ¶ 4.i.); acceptance of a short sale, forgiveness of a deficiency and release of lien on a first lien loan or second lien loan (including extinguishment of an owned second lien) in connection with a successful short sale or deed-in-lieu (Exhibit D, ¶ 4.b and c; Exhibit D-1, ¶ 4.ii, iii and iv); and extinguishment of an owned second lien to facilitate a short sale or deed-in-lieu successfully conducted by a Participating Servicer (Exhibit D, ¶ 4.d; Exhibit D-1, ¶ 4.iv).

Requirements under the Judgment. This Report addresses Servicer's satisfaction of its obligation to provide Consumer Relief to Nevada borrowers under the Nevada Agreement.

*B. Consumer Relief – Eligibility Criteria and Earned Credits*

As reflected in Exhibits D, D-1 and I, each of the forms of Consumer Relief has unique eligibility criteria and modification requirements. In order for Servicer to receive credit with respect to Consumer Relief activities on any mortgage loan, these eligibility criteria and modification requirements must be satisfied with respect to such mortgage loan and such satisfaction has to be validated by me in accordance with Exhibits D, D-1 and I and the Nevada Agreement. For each dollar of creditable principal reduction, Servicer will receive one dollar in credit.

Under the Nevada Agreement, Servicer may receive an additional 25% credit against its Consumer Relief Requirements for amounts credited for principal reduction in the form of First Lien Mortgage Modifications completed on or after March 1, 2012 and implemented on or before February 28, 2013.<sup>4</sup> In contrast to the foregoing incentive for promptness, Servicer will incur a penalty of 50% of its unmet Consumer Relief Requirements, subject to a maximum amount of \$25 million, if it does not meet all of its Consumer Relief Requirements within three years of March 1, 2012. That penalty will increase to 65% of its unmet Consumer Relief Requirements, subject to a maximum payment of \$35 million, in cases in which Servicer also has failed to complete 75% of its total Consumer Relief Requirements within two years of March 1, 2012. If Servicer fails to meet both its Consumer Relief Requirements under both the Nevada Agreement and the Judgment, it will pay to the State of Nevada an amount equal to the greater of (a) the amount owed to the State of

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<sup>4</sup> Exhibit C.

Nevada under the Nevada Agreement; or (b) the amount owed to the State of Nevada under paragraph 10(d) of Exhibit D.<sup>5</sup>

With respect to the requirements applicable to the forms of Consumer Relief and the transaction types within each form, on an aggregate basis, at least 85% of credit that Servicer earns as a result of First Lien Mortgage Modifications and 75% of the credit that Servicer earns as a result of first lien Short Sales and Deeds-in-Lieu must be in relation to mortgage loans that have an unpaid principal balance before capitalization at or below the highest GSE conforming loan limit caps as of January 1, 2010.<sup>6</sup>

Finally, with respect to the requirements applicable to the forms of Consumer Relief on the basis of transaction types, there are differences in eligibility for transaction types within each of the forms of Consumer Relief; there are also differences in eligibility requirements among the various forms of Consumer Relief. These differences were explained in detail in Section II.B.4 of the First Interim National Consumer Relief Report.

*C. Consumer Relief – Servicer’s Obligations*

Under the terms of the Nevada Agreement, Servicer is obligated to provide \$750,000,000 in credited Consumer Relief on residential properties in the State of Nevada.

*D. Consumer Relief – Monitor’s Obligations*

The Nevada Agreement requires that I determine whether Servicer has satisfied the Consumer Relief Requirements in accordance with the authorities provided in the Nevada Agreement and, by reference, the Judgment.

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<sup>5</sup> Exhibit C. Servicer satisfied its Consumer Relief Requirements under both the Nevada Agreement and the Judgment within time periods that avoid the imposition of any of the penalties set out in Exhibit C or Exhibit D, ¶¶ 10.c, d.

<sup>6</sup> Exhibit C.



*E. Consumer Relief – Servicer’s Request*

On October 15, 2013, after completing a Satisfaction Review, the IRG submitted to me an IRG Assertion concerning the amount of Consumer Relief credit that Servicer had claimed to have earned in relation to loans secured by residential properties located in Nevada from March 1, 2012, through February 28, 2013 (“Nevada Agreement Testing Period”). Servicer has requested that, in addition to reporting on the IRG Assertion, I review its crediting activity for the Nevada Agreement Testing Period, validate that the amount of credit claimed in the IRG Assertion is accurate and in accordance with Exhibit C to the Nevada Agreement and Exhibits D, D-1 and I to the Judgment, and certify that it has fully satisfied its Consumer Relief Requirements under the Nevada Agreement.

**III. Review – Certification of Full Satisfaction**

*A. Overview*

The process utilized for validating Servicer’s satisfaction of its Consumer Relief Requirements under the Nevada Agreement followed the same process that the IRG and I, assisted by my PPF, utilized to validate Servicer’s satisfaction of its Consumer Relief Requirements under the Judgment. In following that process, the IRG performed a Satisfaction Review after Servicer asserted that it had satisfied its Consumer Relief Requirements.<sup>7</sup> Once it completed a Satisfaction Review, the IRG reported the results of that work to me through an IRG Assertion. When I received the IRG Assertion, with my Primary Professional Firm, I undertook necessary confirmatory due diligence and validation of Servicer’s claimed Consumer Relief credits as reflected in the IRG Assertion. As noted above in Section II.E, this Report pertains to my findings regarding an IRG Assertion covering the Nevada Agreement Testing Period. Also, as noted above, at Servicer’s

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<sup>7</sup> Exhibit E, ¶ C.7.

request, this Report includes my determination regarding Servicer's satisfaction of its Consumer Relief Requirements under the Nevada Agreement.

*B. Consumer Relief Satisfaction Review Process*

In order to better accomplish the processes outlined in Section III.A above, Servicer and I agreed upon a Work Plan and Sampling Framework that, among other things, set out the testing methods, procedures and methodologies that are to be used relative to confirmatory due diligence and validation of Servicer's claimed Consumer Relief under the Nevada Agreement, including Exhibit C and Exhibits D, D-1 and I. As contemplated in, and in furtherance of, the Work Plan and Sampling Framework, Servicer and I also agreed upon Testing Definition Templates that outline the testing methods and process flows to be utilized to assess whether, and the extent to which, the credits Servicer would be claiming for its Consumer Relief activities were earned credits, that is, credits that could be applied toward satisfaction of Servicer's Consumer Relief Requirements under the Nevada Agreement. The testing methods and process flows are described in detail in Section III.B. of the First Interim National Consumer Relief Report, and as set out in that Section, they entail the examination and testing by each of the IRG and the PPF of creditable activities, together with calculations based on the results of those examinations. In addition, it includes both in-person and web-based meetings by the PPF with the IRG and the PPF's unfettered access to the IRG and the IRG's Work Papers during the PPF's confirmatory due diligence and validation of Servicer's assertions relative to its Consumer Relief activities.

*C. Servicer's Assertions*

In Servicer's Consumer Relief Report submitted to the IRG, Servicer claimed that, for the Nevada Agreement Testing Period, it was entitled to claim credit in the amount of \$1,269,262,332 pursuant Exhibit C to the Nevada Agreement and Exhibits D, D-1 and I to the Judgment.

Approximately 36% of the credit was a result of relief afforded to borrowers on loans in Servicer's mortgage loan portfolio that are held for investment; and the remainder was a result of relief afforded to borrowers on loans that Servicer was servicing for other investors. Approximately 15% of Servicer's claimed credit was through First Lien Mortgage Modifications. Short-sales and Deeds-in-Lieu made up approximately 63% of Servicer's claimed credit. Second Lien Portfolio Modifications made up approximately 22% of Servicer's claimed credit. A breakdown of the Consumer Relief credit, by type of relief, claimed by Servicer for the Nevada Agreement Testing Period is set forth in Table 1, below:

**Table 1**

<b>Type of Relief</b>	<b>Loan Count</b>	<b>Claimed Credit Amount</b>
<b>First Lien Mortgage Modifications</b>	<b>895</b>	<b>\$188,970,642</b>
Settlement Loan Modification	785	\$174,887,624
Forbearance Conversions	89	\$6,642,799
180 DPD Modifications	21	\$7,440,219
<b>Second Lien Portfolio Modifications</b>	<b>4,136</b>	<b>\$286,277,330</b>
2.e Modifications	4,136	\$286,277,330
<b>Short Sales/Deeds-in-Lieu</b>	<b>5,741</b>	<b>\$794,014,360</b>
<b>Total Consumer Relief Programs</b>	<b>10,772</b>	<b>\$1,269,262,332</b>

*D. Internal Review Group's Satisfaction Review*

After submitting its IRG Assertion on October 15, 2013, the IRG reported to me the results of its Satisfaction Review, which report concluded that:

- i) the Consumer Relief asserted by Servicer for the Nevada Agreement Testing Period was based upon completed transactions that were correctly reported by Servicer;

ii) Servicer had correctly credited such Consumer Relief activities, so that the claimed amount of credit is correct;

iii) the claimed Consumer Relief correctly reflected the requirements, conditions and limitations, as set forth in Exhibit C to the Nevada Agreement and Exhibits D, D-1 and I to the Judgment; and

iv) Servicer had fully satisfied its Consumer Relief Requirements as set forth in Exhibit C of the Nevada Agreement.

According to the IRG's report to me, its Satisfaction Review was based upon a detailed review of Servicer's relevant records and on statistical sampling to a 99% confidence level.<sup>8</sup> The report of the IRG with regard to its Satisfaction Review was accompanied by the IRG's Work Papers reflecting its review and analysis.

*E. IRG Testing and Confirmation as to Consumer Relief Credit Earned*

1. Population Definition/Sampling Approach. The IRG's testing of Servicer's Consumer Relief Report as to the amount of Consumer Relief credit earned first involved the IRG creating three statistically valid samples from all mortgage loans receiving Consumer Relief for which Servicer sought credit under the Nevada Agreement. Each of these samples contained loans from one of three separate and distinct categories, each of which was treated as a testing population ("Testing Population"). These Testing Populations were: (i) First Lien Mortgage Modifications,<sup>9</sup> including settlement modifications, forbearance conversions and 180 DPD modifications; (ii)

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<sup>8</sup> Confidence level is a measure of the reliability of the outcome of a sample. A confidence level of 99% in performing a test on a sample means there is a probability of at least 99% that the outcome from the testing of the sample is representative of the outcome that would be obtained if the testing had been performed on the entire population.

<sup>9</sup> Exhibit D, ¶ 1.

Second Lien Portfolio Modifications,<sup>10</sup> including second lien principal extinguishments; and, (iii) Short Sales and Deeds-in-Lieu.<sup>11</sup> The IRG selected the loans that were included in these samples in two stages: First, the IRG selected from each Testing Population all loans secured by Nevada residential properties that had been tested by the IRG as part of a satisfaction review conducted pursuant to the Judgment. Next, the IRG randomly selected a number of additional loans from the remainder of the Testing Population sufficient to ensure that the sample size was statistically valid. The additional loans for each of these Testing Populations were selected utilizing Structured Query Language (SQL), which is a well-established, and well-known database and data analysis software product. In determining the sample size, the IRG, in accordance with the Work Plan, utilized a 99% confidence level (one-tailed), 2.5% estimated error rate and 2% margin of error approach. The total number of loans in each Testing Population and the number of loans tested by the IRG, which number was equal to the number the Servicer and I had contemplated when developing the Work Plan, are set forth in Table 2, below:

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<sup>10</sup> Exhibit D, ¶ 2.

<sup>11</sup> Exhibit D, ¶ 4.

*Table 2*

<b>Testing Population</b>	<b>Number of Loans in Credit Population</b>	<b>Total Reported Credit Amount</b>	<b>Number of Loans in IRG Sample</b>	<b>Total Reported Credit Amount in IRG Sample</b>
<b>First Lien Mortgage Modifications</b>	895	\$188,970,642	242	\$50,502,831
<b>Second Lien Portfolio Modifications</b>	4,136	\$286,277,330	306	\$19,938,477
<b>Short Sales/Deeds-in- Lieu</b>	5,741	\$794,014,360	312	\$41,902,260
<b>Total Consumer Relief Programs</b>	<b>10,772</b>	<b>\$1,269,262,332</b>	<b>860</b>	<b>\$112,343,568</b>

Table 3, below, sets forth, for each sample, by the number of loans and Total Reported Credit Amount, a breakdown of the number of loans that had been tested as part of satisfaction reviews conducted pursuant to the Judgment and those additional loans tested only as part of the Nevada Agreement testing:

*Table 3*

<b>Testing Population</b>	<b>Number of Nevada Loans IRG Tested Pursuant to the Judgment</b>	<b>Reported Credit Amount of Loans IRG Tested Pursuant to the Judgment</b>	<b>Number of Loans IRG Tested Pursuant to the Nevada Agreement Only</b>	<b>Reported Credit Amount of Loans IRG Tested Pursuant to the Nevada Agreement Only</b>
<b>First Lien Mortgage Modifications</b>	13	\$2,894,582	229	\$47,608,249
<b>Second Lien Portfolio Modifications</b>	11	\$708,453	295	\$19,230,024
<b>Short Sales/Deeds-in-Lieu</b>	15	\$2,155,802	297	\$39,746,458
<b>Total Consumer Relief Programs</b>	<b>39</b>	<b>\$5,758,837</b>	<b>821</b>	<b>\$106,584,731</b>

2. Approach to Testing Loans. For each of the loans in the samples drawn from the three Testing Populations, the IRG conducted an independent review to determine whether the loan was eligible for credit and the amount of credit reported by Servicer was calculated correctly. The IRG executed this review pursuant to and in accordance with the Testing Definition Templates and related test plans for each of the three Testing Populations by accessing from Servicer's System of Record the various data inputs required to undertake the eligibility determination and credit calculation for each loan. The IRG's process for testing is set out in Section III.E.2 of the First Interim National Consumer Relief Report.

After verifying the eligibility and recalculating credit for all loans in the sample for each Testing Population, the IRG calculated the sum of the recalculated credits for the sample for each Testing Population ("Actual Credit Amount") and compared that amount against the amount of credit claimed by Servicer for the sample of the respective Testing Population ("Reported Credit Amount"). According to the Work Plan, if the Actual Credit Amount equals the Reported Credit Amount or if the Reported Credit Amount is not more than 2.0% greater or less than the Actual Credit Amount for any of the three Testing Populations, the Reported Credit Amount will be deemed correct and Servicer's Consumer Relief Report will be deemed to have passed the Satisfaction Review and will be certified by the IRG to me. If, however, the IRG determined that the Reported Credit Amount for any of the three Testing Populations exceeded the Actual Credit Amount by more than 2.0%, the IRG would inform Servicer, which would then be required to perform an analysis of the data of all loans in the Testing Population from which the sample had been drawn, identify and correct any errors and provide an updated Consumer Relief Report to the IRG. The IRG would then select a new sample and test the applicable Testing Population or Testing Populations against the updated report in accordance with the process set forth above. If the IRG

determined that the Actual Credit Amount was greater than the Reported Credit Amount by more than 2.0% for a particular Testing Population, Servicer had the option of either (i) taking credit for the amount it initially reported to the IRG or (ii) correcting any underreporting of Consumer Relief credit and resubmitting the entire population of loans to the IRG for further testing in accordance with the process set forth above.

3. Results of IRG Testing of Reported Consumer Relief Credit. Utilizing the steps set forth above, the IRG determined that the difference between the Reported Credit Amount and the Actual Credit Amount for each sample of the three Testing Populations was within the 2.0% error threshold described above. These findings by Testing Population are summarized in Table 4, below:

**Table 4**

<b>Testing Population</b>	<b>Loans Sampled</b>	<b>Servicer Reported Credit Amount</b>	<b>IRG Calculated Actual Credit Amount</b>	<b>Amount Overstated/ (Understated)</b>	<b>% Difference</b>
<b>First Lien Mortgage Modifications</b>	242	\$50,502,831	\$50,551,367	(\$48,536)	(0.10%)
<b>Second Lien Portfolio Modifications</b>	306	\$19,938,477	\$19,938,809	(\$332)	0.00%
<b>Short Sales/Deeds-in-Lieu</b>	312	\$41,902,260	\$42,010,231	(\$107,971)	(0.26%)

Based upon the results set forth above, the IRG certified that the amount of Consumer Relief credit claimed by Servicer in each Testing Population was accurate and conformed to the requirements in Exhibit C to the Nevada Agreement and Exhibits D, D-1 and I to the Judgment. This certification was evidenced in the IRG Assertion attached to this Report as Attachment 3, which assertion is in the form required by the Work Plan.



*F. Monitor's Review of the IRG's Assertion on Consumer Relief Credit*

1. Preliminary Review. As discussed in the First Interim National Consumer Relief Report, preliminary to the PPF's review of the IRG's Consumer Relief testing, pursuant to the Judgment, for the First Testing Period, I, along with the PPF and some of my other Professionals, met with representatives of Servicer to obtain an understanding of its mortgage banking operations, SOR and IRG program, and the IRG's proposed approach for consumer relief testing, among other things.

In addition, during the Second Testing Period, the PPF continued to interact with the IRG and Servicer to obtain additional information and evidence necessary to the PPF performing its confirmatory work.

The knowledge gained during the First Testing Period and Second Testing Period carried forward into the testing conducted pursuant to the Nevada Agreement and was supplemented by the PPF, as necessary or appropriate, through continued interaction with the IRG and Servicer.

2. Review. At my direction, the PPF conducted an extensive review of the testing conducted by the IRG relative to Consumer Relief crediting for the Nevada Agreement. This review of Consumer Relief crediting began in January 2014 and continued, with only minimal interruption, until the filing of this Report. For each of the Testing Populations, the principal focus of the reviews was the PPF's testing of all loans that had not previously been tested by the PPF as part of the testing that the PPF had done pursuant to the Judgment, following the processes and procedures set out in the Testing Definition Templates and the IRG's test plans. These reviews were of the same type as those undertaken by the PPF pursuant to the Judgment and included access to information of the type substantially identical to that to which it was afforded in performing its

confirmatory work pursuant to the Judgment. With regard to the loans that the PPF previously tested as part of its confirmatory work pursuant to the Judgment, the PPF confirmed that each of the loans was secured by a residential property located in Nevada; in all other regards, the PPF relied upon the results of its testing of these loans that it conducted pursuant to the Judgment.

3. Results of the PPF's Testing of Reported Consumer Relief Credit.

Throughout its testing process, the PPF interacted extensively with the IRG to resolve issues that arose during the testing process. Most of the issues that arose during the PPF's testing pursuant to the Nevada Agreement related to the IRG's need to provide additional or missing evidence relating to certain loan eligibility requirements. With the exception of two 2.e Extinguishments and four Short Sales for which there was insufficient evidence demonstrating that the liens had been released, these issues were resolved by the IRG providing the necessary evidence.<sup>12</sup>

After completing the loan-level testing, the PPF determined that the IRG had correctly validated the Consumer Relief credit amounts reported by Servicer in the three Testing Populations. The results of the PPF's loan-level testing are set forth in Table 5, below:

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<sup>12</sup> In the First Interim National Consumer Relief Report and Second Interim National Consumer Relief Report, I discussed some of the issues that arose during the PPF's testing pursuant to the Judgment. *See*, Section III.G.3. of the First Interim National Consumer Relief Report; and Section III.F.3. of the Second Interim National Consumer Relief Report.

*Table 5*

<b>Type of Relief</b>	<b>Loans Reviewed by PPF</b>	<b>Servicer Reported Credit Amount</b>	<b>PPF Calculated Actual Credit Amount</b>	<b>Amount Overstated/ (Understated)</b>	<b>% Difference</b>
<b>First Lien Mortgage Modifications</b>	242	\$50,502,831	\$50,551,381	(\$48,550)	(0.10%)
<b>Second Lien Portfolio Modifications</b>	306	\$19,938,477	\$19,868,813	\$69,664	0.35%
<b>Short Sales/Deeds-in-Lieu</b>	312	\$41,902,260	\$41,377,477	\$524,783	1.27%

For each of the samples tested, the difference between the Reported Credit Amount and the credit amount as calculated by the PPF was within the margin of error in the Work Plan.<sup>13</sup> In addition, other than two instances in which the PPF found that a 2.e Extinguishment was ineligible and four instances in which the PPF found that a Short Sale was ineligible because the underlying lien had been released before the transaction for which Servicer was seeking credit had been completed, the PPF's credit calculations and the IRG's credit calculations are substantially the same.

The PPF documented its findings in its work papers and has reported them to me. I then undertook an in-depth review of the IRG's Work Papers with the PPF, as well as the PPF's work papers.

Based upon the procedures described above and in the First Interim National Consumer Relief Report and the Second Interim National Consumer Relief Report, from the Start Date through February 28, 2013, Servicer has correctly claimed credit in the amount of \$1,269,262,332 pursuant to the Nevada Agreement.

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<sup>13</sup> See, Section III.E.1., above.

4. GSE-Conforming Loan Requirement for First Lien Mortgage Modifications, Short Sales and Deeds-in-Lieu. Exhibit C requires that at least 85% of credit that Servicer earns as a result of First Lien Mortgage Modifications and 75% of the credit that Servicer earns as a result of first lien Short Sales and Deeds-in-Lieu must be in relation to mortgage loans that have an unpaid principal balance before capitalization at or below the highest GSE conforming loan limit caps as of January 1, 2010.<sup>14</sup> The PPF analyzed the entire population of First Lien Mortgage Modifications for which Servicer has sought credit and determined that \$174,237,181, or 92.2%, of the credit was in relation to loans that had an unpaid principal balance before capitalization at or below the highest GSE conforming loan limit caps as of January 1, 2010. The PPF also analyzed the entire population of first lien Short Sales and Deeds-in-Lieu for which the Servicer has sought credit. As a result of this analysis, the PPF determined that Servicer earned \$759,194,350 in credit through first lien Short Sales and Deeds-in-Lieu, of which \$706,662,399, or 93.08%, was in relation to loans that had an unpaid principal balance before capitalization at or below the highest GSE conforming loan limit caps as of January 1, 2010.

## **VII. Summary and Conclusions**

On the basis of the information submitted to me and the work as described in this Report, I find that the amount of Consumer Relief set out in Servicer's Consumer Relief Report for the period extending from March 1, 2012, through February 28, 2013, is correct and accurate within the tolerances permitted under the Work Plan.

Based upon my findings listed above and my findings in the First Interim National Consumer Relief Report and the Second Interim National Consumer Relief Report, I conclude that

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<sup>14</sup> Exhibit C; Exhibit D, ¶ 1.b. GSE conforming loan limit caps as of January 1, 2010 are: 1 Unit - \$729,750; 2 Units - \$934,200; 3 Units - \$1,129,250; and 4 Units - \$1,403,400.

Servicer has substantially complied with the material terms of the Nevada Agreement and has satisfied the minimum requirements and obligations of the Nevada Agreement to provide Consumer Relief as required thereunder, including pursuant to Exhibit C to the Nevada Agreement and Exhibits D, D-1 and I to the Judgment.

Prior to the filing of this Report, I have conferred with the Attorney General and Servicer about my findings, and I have provided each with a copy of my Report. Immediately after filing this Report, I will provide a copy of this Report to the Board of Directors of Bank of America Corporation, or a committee of the Board designated by Servicer.

I respectfully submit this Report to the United States District Court for the District of Columbia, this 6<sup>th</sup> day of May, 2014.

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**CERTIFICATE OF SERVICE**

I hereby certify that on this date I have filed a copy of the foregoing using the Court's CM/ECF system, which will send electronic notice of filing to the persons listed below at their respective email addresses.

This the 6th day of May, 2014.

/s/ Joseph A. Smith, Jr.

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*(Defendant)*

**CITIMORTGAGE, INC.**  
*(Defendant)*

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**WELLS FARGO BANK  
NATIONAL  
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*(Defendant)*

ATTACHMENT 1  
Nevada Agreement

See attached

**NTSO**

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**DISTRICT COURT**

**CLARK COUNTY, NEVADA**

STATE OF NEVADA,

Plaintiffs,

vs.

BANK OF AMERICA CORPORATION,

BANK OF AMERICA,

NATIONAL ASSOCIATION,

BAC HOME LOANS SERVICING,

LP, RECONTRUST COMPANY, N.A,

COUNTRYWIDE FINANCIAL

CORPORATION, COUNTRYWIDE

HOME LOANS, INC., FULL

SPECTRUM LENDING, INC.,

Defendants.

CASE NO.: A-10-631557-B

DEPT. NO.: XXIX

**NOTICE OF ENTRY OF  
STIPULATION AND ORDER**

TO: BANK OF AMERICA CORPORATION, et al, Defendants; and

TO: Counsel of Record, Attorney for Defendants.

YOU will please take notice that the attached **STIPULATION AND ORDER** was entered



1 in this action on the 18<sup>th</sup> day of April, 2012.

2 DATED this 20<sup>th</sup> day of April 2012.

3 SUBMITTED BY:

4 CATHERINE CORTEZ MASTO

5 Attorney General

6 By:

  
BINU PALAL

7 Senior Deputy Attorney General

8 Nevada Bar No. 010178

9 555 E. Washington Avenue, #3900

10 Las Vegas, Nevada 89101

11 702-486-3128

12 Attorneys for Plaintiff, State of Nevada

**CERTIFICATE OF SERVICE**

I hereby certify that I served a true and correct copy of the foregoing **NOTICE OF ENTRY OF STIPULATION AND ORDER**, upon all parties of record in this proceeding by mailing a copy via United States Mail, postage pre-paid thereon, and by transmitting a copy via electronic mail, addressed to the following:

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Dated: April 20, 2012



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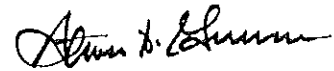
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23 Attorneys for Plaintiff, State of Nevada

<input type="checkbox"/> Voluntary Dis	<input checked="" type="checkbox"/> Stip Dis	<input type="checkbox"/> Sum Jdgmt	FINAL DISPOSITIONS <input type="checkbox"/> Time Limit Expired <input type="checkbox"/> Dismissed (with or without prejudice) <input type="checkbox"/> Judgment Satisfied/Paid in full
<input type="checkbox"/> Involuntary (stat) Dis	<input checked="" type="checkbox"/> Stip Jdgmt	<input type="checkbox"/> Non-Jury Trial	
<input type="checkbox"/> Jdgmt on Arb Award	<input type="checkbox"/> Default Jdgmt	<input type="checkbox"/> Jury Trial	
<input type="checkbox"/> Min to Dis (by deli)	<input type="checkbox"/> Transferred		

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CLERK OF THE COURT

DISTRICT COURT

CLARK COUNTY, NEVADA

STATE OF NEVADA,

Plaintiffs,

vs.

CASE NO.: A-10-631557-B  
DEPT. NO.: XXIX

BANK OF AMERICA CORPORATION,

BANK OF AMERICA,

NATIONAL ASSOCIATION,

BAC HOME LOANS SERVICING,

LP, RECONTRUST COMPANY, N.A.,

COUNTRYWIDE FINANCIAL

CORPORATION, COUNTRYWIDE

HOME LOANS, INC., FULL

SPECTRUM LENDING, INC.,

Defendants.

STIPULATION AND ORDER FOR  
SETTLEMENT AND DISMISSAL  
WITH PREJUDICE

Plaintiff State of Nevada and Defendants Bank of America Corporation; Bank of America, N.A. ("BANA"); BAC Home Loans Servicing, LP (acting through its successor-in-interest by merger, BANA); ReconTrust Company, N.A.; Countrywide Financial Corporation; Countrywide

04-10-12 P04:17 IN

1 Home Loans, Inc.; and Full Spectrum Lending, Inc., by and through their undersigned counsel of  
2 record, have entered into a Settlement Agreement dated March 22, 2012 (the "Settlement  
3 Agreement"), a true and correct copy of which is attached hereto as Exhibit A and is incorporated  
4 by reference. The parties hereby stipulate and request that the Court so order the Settlement  
5 Agreement as incorporated into this Stipulation and Order for Settlement and Dismissal with  
6 Prejudice.

7 The parties further stipulate and request that, pursuant to the Settlement Agreement, the  
8 above entitled matter be dismissed with prejudice, with each party to bear its own costs and  
9 attorney's fees except as otherwise provided by the Settlement Agreement.

10 Pursuant to the Settlement Agreement, the parties further stipulate and request that the  
11 Court direct the Nevada Attorney General to instruct the escrow officer holding the settlement  
12 payments to transfer the \$30 million payment, plus any interest earned thereon, and minus any  
13 applicable fees (including escrow fees) and costs, to the Nevada Attorney General to be  
14 deposited into an account to be established and used for the following purposes: avoiding  
15 preventable foreclosure, ameliorating the effects of the mortgage and foreclosure crisis in  
16 Nevada, enhancing consumer protection and legal aid efforts, enhancing consumer financial and  
17 housing counseling assistance, including economic education and/or instruction on financial  
18 literacy for the benefit of Nevada residents, enhancing law enforcement efforts to investigate,  
19 prosecute and prevent financial fraud or unfair or deceptive acts or practices at the sole  
20 discretion of the Attorney General. Said account shall be interest bearing and all interest shall  
21 be accrued and stay with the account for the above enumerated purposes.

22 No Request for Trial Setting nor Scheduling Order has been filed in this court, and no trial  
23 date has been set. This matter was removed to the United States District Court for the District of  
24 Nevada on February 25, 2011, and the Ninth Circuit issued a decision ordering remand on this  
25 matter from the United States District Court for the District of Nevada to the Eighth Judicial  
26 District Court on March 2, 2012.

DATED this 18<sup>th</sup> day of April, 2012.

NEVADA ATTORNEY GENERAL

By:

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Attorneys for Defendants

ORDER

IT IS SO ORDERED.

John F. From  
DISTRICT JUDGE

DATED: April 18, 2012

Case # A631557

Exhibit A

### SETTLEMENT AGREEMENT

This Settlement Agreement (the "Agreement"), effective as of the Multistate Settlement Effective Date (as defined below), is made and entered into by and between the State of Nevada ("Plaintiff"), on the one hand, and Bank of America Corporation ("BAC"), Bank of America, N.A. ("BANA"), BAC Home Loans Servicing, LP (acting through its successor-in-interest by merger, BANA), ReconTrust Company, N.A., Countrywide Financial Corporation, Countrywide Home Loans, Inc., and Full Spectrum Lending, Inc. (collectively, "Defendants") on the other hand (Plaintiff and Defendants are collectively referred to herein as the "Parties").

### RECITALS

WHEREAS, Plaintiff has asserted various claims and causes of action against Defendants in an action captioned *State of Nevada v. Bank of America Corp., et al.*, No. A-10-631557-B (the "Lawsuit"), which is pending in the Eighth Judicial District Court in and for Clark County, Nevada (the "Court");

WHEREAS, to avoid the expense and uncertainty of further litigation and to secure immediate relief for Nevada homeowners, and without any admission of wrongdoing or liability, the Parties desire to settle the Lawsuit on the terms set forth herein;

NOW, THEREFORE, in consideration of the foregoing, of the mutual covenants and promises set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, agree as follows:

1. Definitions. In addition to the terms otherwise defined in this Agreement, the following terms shall have the meanings set forth below:

(a) "Bank of America/Countrywide Settlement Agreement" means the agreement entered into between BAC and certain of its affiliates and the United States, attached as Exhibit I to the consent judgment against BAC and certain of its affiliates in the Multistate Settlement.

(b) "Consent Judgment" means the consent judgment filed in the Eighth Judicial District Court in and for Clark County, Nevada on February 24, 2009, in the case entitled *State of Nevada v. Countrywide Financial Corp., et al.*, No. A583442.

(c) "Dismissal Date" means the date on which the Dismissal Order becomes final, such that all appeals have either expired or resulted in the affirmance of the Dismissal Order without material modification.

(d) "Dismissal Order" means an order substantially in the form attached hereto as Exhibit A entered by the Court so-ordering this Agreement and dismissing the Lawsuit in its entirety against all Defendants with prejudice.

(e) "Escrow Account" means an escrow account established by the Parties with a mutually agreeable, unaffiliated third party pursuant to a mutually acceptable escrow agreement.

(f) "Escrow Exchange Date" means the date two business days after the Dismissal Date.

(g) "Multistate Settlement" means the settlement announced on February 9, 2012, between the United States of America, the Nevada Attorney General, other State Attorneys General, and the five largest mortgage servicers to resolve certain claims relating to residential mortgage origination, servicing, and foreclosure servicing practices, including, for the avoidance of doubt, the Bank of America/Countrywide Settlement Agreement.

(h) "Multistate Settlement Effective Date" means the date on which the approval of the Multistate Settlement by the court to which it is submitted becomes final, such that all appeals have either expired or resulted in the affirmance of the court's approval without material modification.

(i) "Release" means the release to be executed by the Nevada Attorney General pursuant to paragraph 4 in the form attached hereto as Exhibit B.

(j) "Released Parties" means Defendants and each of their parents, subsidiaries, and affiliates, any of their predecessors, successors, or assigns, and the current and former directors, officers, and employees of any of the foregoing. The Parties expressly acknowledge that each of these Released Parties who are not Parties to this Agreement are intended to be express third-party beneficiaries of the Release referred to in paragraph 4.

(k) "Stipulation and Order for Settlement and Dismissal with Prejudice" means the stipulation between the parties in the form attached hereto as Exhibit A that the Nevada Attorney General shall file with the court pursuant to paragraph 5, below.

2. Multistate Settlement. The Nevada Attorney General will join the Multistate Settlement. All of the Parties' rights and obligations in this Agreement are conditioned on, and subject to, the approval of the Multistate Settlement by the court to which it is submitted and such approval becoming final, such that all appeals have either expired or resulted in the affirmance of the court's approval without material modification.
3. Settlement Payment. Within 15 business days of the Multistate Settlement Effective Date, BAC or BANA ("BAC/BANA") shall pay or cause to be paid the payments outlined in subparagraphs 3(a) and 3(b), below, into the Escrow Account. These amounts shall be separate and apart from, and in addition to, any payments owed under the Multistate Settlement. Payments under this paragraph shall be in no way characterized as a fine or penalty. On the Escrow Exchange Date, and subject to the Nevada Attorney General's compliance with paragraph 4, below, the funds paid into escrow, plus any



Interest earned thereon, and minus any applicable fees (including escrow fees) and costs, will be released as directed in instructions from the Nevada Attorney General to the escrow officer. Plaintiff will be responsible for providing the escrow agent managing the Escrow Account with any tax forms necessary to prevent the escrow agent from being required to withhold tax on any of the funds in the Escrow Account. Plaintiff will also be responsible for submitting any applicable tax filings and paying any applicable taxes on the funds released pursuant to this paragraph. The Parties agree that the escrow agent shall provide BAC/BANA with all information necessary to comply with their tax reporting obligations, including information concerning the date(s) on which the funds are dispersed from the Escrow Account.

(a) BAC/BANA shall pay or cause to be paid into the Escrow Account the sum of \$30 million (\$30,000,000), which amount is intended to provide redress to Plaintiff and its communities for the costs and other losses resulting from the conduct alleged in the Lawsuit. Upon release of the \$30 million payment from the Escrow Account in accordance with the preceding terms of this paragraph, and in accordance with the Dismissal Order described in paragraph 5, below, the Nevada Attorney General shall direct the escrow officer to transfer this \$30 million, plus any interest earned thereon, and minus any applicable fees (including escrow fees) and costs, to the Nevada Attorney General to be deposited into an account to be established and used for the following purposes: avoiding preventable foreclosure, ameliorating the effects of the mortgage and foreclosure crisis in Nevada, enhancing consumer protection and legal aid efforts, enhancing consumer financial and housing counseling assistance, including economic education and/or instruction on financial literacy for the benefit of Nevada residents, enhancing law enforcement efforts to investigate, prosecute and prevent financial fraud or unfair or deceptive acts or practices at the sole discretion of the Attorney General. Said account shall be interest bearing and all interest shall be accrued and stay with the account for the above enumerated purposes.

(b) BAC/BANA shall pay or cause to be paid into the Escrow Account the additional sum of \$7.7 million (\$7,700,000) for Plaintiff's costs and fees, including attorneys' fees.

4. Release. Within 15 business days of the Multistate Settlement Effective Date, the Nevada Attorney General will execute a Release in the form attached hereto as Exhibit B and will deposit the Release into the Escrow Account. The Release will be effective as of the Escrow Exchange Date. On the Escrow Exchange Date, and subject to BAC/BANA's compliance with paragraph 3, above, the Release will be made available to Defendants. This Release is in addition to, and in no way overrides, the release contained in the Multistate Settlement.
5. Dismissal Order. Within two (2) business days of BAC/BANA making the payments into escrow pursuant to paragraph 3 and the Nevada Attorney General depositing the Release into escrow pursuant to paragraph 4, the Nevada Attorney General shall file with the Court a Stipulation and Order for Settlement and Dismissal with Prejudice, in the

form attached as Exhibit A, incorporating and entering this Agreement, dismissing the Lawsuit against all Defendants in its entirety with prejudice and directing the Nevada Attorney General to distribute the cash payments by BAC/BANA as provided for therein, with each side to bear its own costs and attorneys' fees except as otherwise provided in paragraph 3. All of the Parties' obligations in this Agreement are conditioned on, and subject to, the Court entering a Settlement and Dismissal Order substantially in the form of Exhibit A so ordering this Agreement and dismissing the Lawsuit with prejudice and the Settlement and Dismissal Order becoming final, such that all appeals have either expired or resulted in the affirmation of the Dismissal Order without material modification.

6. Solicitation of Nevada Borrowers for Principal Reduction. BANA shall engage and fund one or more unaffiliated organizations for the purpose of seeking to improve the "take rate" among Nevada borrowers eligible for the Hardest Hit Fund or the loan modification and principal reduction offers to be made pursuant to the Multistate Settlement. Nothing in this paragraph shall require Defendants to suspend foreclosures in excess of the foreclosure suspensions promised in paragraph 7 of this Agreement or in the Bank of America/Countrywide Settlement Agreement, including during the time that the provisions of this paragraph are being implemented. BAC/BANA confirms that any suspensions promised in the Bank of America/Countrywide Settlement Agreement shall apply to Nevada borrowers to the extent provided therein.
7. Resolotution of NHRP Population. BANA agrees that, beginning with the Multistate Settlement Effective Date, it will use its commercially reasonable best efforts to suspend foreclosure sales on any Nevada borrower who is eligible for the National Homeownership Retention Program ("NHRP") under the Consent Judgment and who is more than sixty days delinquent on his or her mortgage as of January 31, 2012 (such borrowers, "NHRP Eligible Borrowers") until such time as such borrower has been solicited for a loan modification equivalent or superior to the modifications offered under NHRP, including modifications under the Multistate Settlement. By no later than 30 days after the Multistate Settlement Effective Date, BANA shall suspend all foreclosure sales with respect to NHRP Eligible Borrowers until such solicitation has occurred in accordance with section IV ("Loss Mitigation"), subsections A ("Loss Mitigation Requirements") and B ("Dual Track Restricted"), of the Servicing Standards of the Multistate Settlement. In addition, the Multistate Settlement's provision regarding the time to decision, section IV ("Loss Mitigation"), subsection B ("Dual Track Restricted"), of the Servicing Standards of the Multistate Settlement, shall apply, in accordance with its terms and in a manner consistent with the implementation requirements applicable to the Servicing Standards in the Multistate Settlement (including Section A of the Enforcement Terms of the Multistate Settlement), to offers for loan modifications made to NHRP Eligible Borrowers. Compliance with this provision will be enforceable pursuant to the Enforcement Terms of the Multistate Settlement.
8. Multistate Monitoring Committee. This Agreement is conditioned on, and subject to, the Office of the Nevada Attorney General recolving an offer to serve on the monitoring committee formed in connection with the Multistate Settlement.

9. Nevada Agreement. BAC/BANA will commit to undertake at least \$750 million (\$750,000,000) in loan modification and other borrower assistance activities on residential properties located in the State of Nevada in accordance with the terms attached hereto as Exhibit C ("Nevada Agreement").
10. Enhanced Reporting. On a quarterly basis, BANA will provide the Nevada Attorney General a report containing information concerning (i) modifications completed, including first- and second-lien modifications; (ii) completed short sales; (iii) deficiency judgment waivers; (iv) relocation assistance provided to borrowers; (v) refinancings on high loan-to-value ratio ("LTV") loans or refinancings under the Hardest Hit Fund; and (vi) Executive Office servicing complaints, all limited to BANA's activity within the State of Nevada. BANA commits to meet with the Nevada Attorney General upon request to discuss concerns or issues regarding the information so provided. All information provided by BANA to the Nevada Attorney General under this paragraph shall be treated as confidential, except for the information that is aggregated and contains no personally identifying information regarding borrowers, unless otherwise required by law. The reporting obligation imposed by this paragraph shall begin when BANA's reporting obligation begins under the Multistate Settlement and shall end when BANA's reporting obligation ends under the Multistate Settlement.
11. No Liability. Each Defendant denies any liability, and neither the payment of money nor the performance of any other matters contemplated hereby or provided for in this Agreement shall in any way or manner be construed as an admission of any matter, allegation, fact or liability or any act of wrongdoing.
12. No Third-Party Rights or Obligations. Except for entities or individuals released pursuant to the Release referenced in (and only to the extent of) paragraph 4, above, no person or entity not a Party to this Agreement shall have any third-party beneficiary or other rights under this Agreement, including, for the avoidance of doubt, any borrowers.
13. Treatment of Protected Material. Pursuant to the protective order entered in the Lawsuit on May 16, 2011 ("Protective Order"), within sixty (60) days of the Dismissal Date, Plaintiff shall comply with the "Final Disposition" paragraph of the Protective Order by, among other things, returning or destroying all Protected Material (as that term is defined in the Protective Order) in its possession or control, including all Protected Material shared with Outside Counsel (as that term is defined in the Protective Order), with the exception of the archival copy referred to in the "Final Disposition" paragraph of the Protective Order.
14. Confidential Information. Information related to the negotiation of this Agreement, including the circumstances leading thereto, as well as all documents, communications, drafts and other materials of any kind related to or received in connection with the negotiation of this Agreement (collectively "Confidential Information"), shall be and remain confidential except as set forth in this paragraph. For the avoidance of doubt, this Agreement and its Exhibits shall not be treated as Confidential Information. The Parties

shall not disclose any Confidential Information unless such disclosure is required by law. In the event that a Party receives a request under the Public Records Act, subpoena, or other demand for production that seeks the disclosure of Confidential Information, the Party receiving the request shall notify the other Parties to this Agreement (directly or through their counsel) as soon as practicable, and in no event more than ten (10) calendar days, after receiving such request and shall allow the other Parties to this Agreement a reasonable time, not less than ten (10) calendar days, from the receipt of such notice to seek a protective order relating to the Confidential Information or to otherwise resolve any disputes relating to the production of the Confidential Information before the Party receiving the request discloses any Confidential Information.

15. Duo Authorization. The Parties represent and warrant that the individuals signing this Agreement on their behalf are duly authorized and fully competent to do so.
16. Assignment, Predecessors, Successors and Assigns. Notwithstanding the provisions of paragraph 12, above, this Agreement shall be binding upon and shall inure to the benefit of the Parties and their respective successors and assigns.
17. Construction. The Parties hereby mutually acknowledge and represent that they have been fully advised by their respective legal counsel of their rights and responsibilities under this Agreement, that they have read, know and understand completely the contents of this Agreement, and that they have voluntarily executed the same. The Parties further mutually acknowledge that they have had input into the drafting of this Agreement and that, accordingly, in any construction to be made of the Agreement, it shall not be construed for or against any Party, but rather shall be given a fair and reasonable interpretation, based on the plain language of the Agreement and the expressed intent of the Parties.
18. Fully Informed Parties. The Parties hereto have been represented in the negotiations for and in the preparation of this Agreement by counsel of their own choosing or have had the opportunity to consult with counsel concerning the legal consequences of this Agreement; they have reviewed and understand the provisions of this Agreement; they have had this Agreement fully explained to them by their counsel or have had the opportunity to consult with counsel but declined to do so; and they are fully aware of and understand this Agreement's contents and its legal effect and consequences.
19. Entire Agreement. The Parties acknowledge that this Agreement sets forth the entire agreement and understanding of the Parties, and it supersedes all prior written or oral agreements or understandings with respect to the subject matter hereof (except for the Multistate Settlement and the letter dated February 9, 2012 from Meyer G. Koplow to Linda Singer). No modification of any of the terms of this Agreement, or any amendments thereto, shall be deemed to be valid unless in writing and signed by an authorized agent or representative of each of the Parties hereto. No course of dealing or usage of trade shall be used to modify the terms and conditions herein. Except as expressly set forth herein, including in the Release referenced in paragraph 4, above, the Consent Judgment shall remain in full force and effect until it terminates in accordance

with its terms, except that, to the extent that the Consent Judgment conflicts or is inconsistent with the Multistate Settlement, the terms of the Multistate Settlement shall govern, except as outlined in paragraph 7.

20. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The Parties agree that telecopied or PDF copies of signatures will be sufficient, with original signature pages to be supplied and exchanged at a later date.
21. Governing Law. Any action brought regarding the validity, construction and enforcement of this Agreement shall be governed in all respects by the laws of the State of Nevada, without regard to the principles of conflicts of laws. The state courts in the State of Nevada shall have jurisdiction over the Parties hereto in all matters arising hereunder and the Parties hereto agree that the venue with respect to such matters will be a state court in the State of Nevada, except that this provision shall have no application with respect to the Multistate Settlement, for which issues of governing law, venue, and enforcement are governed by the terms thereof.
22. Construction of Settlement Agreement. Though this Agreement is not an "assurance," as used in the Nevada Deceptive Trade Practices Act, the Parties confirm their intent that proof by a preponderance of the evidence of a material violation of this Agreement would constitute prima facie evidence of a deceptive practice for the purpose of any civil action or proceeding brought by the Nevada Attorney General, whether a new action or a subsequent motion or petition in any pending action or proceeding.
23. Waiver of Claims and Defenses. The Parties agree that this Agreement shall not be subject to any claim of duress, mistake of law or mistake of fact. Each Party hereto acknowledges that it, he, or she enters into this Agreement freely and voluntarily and is not acting under coercion, duress, or economic compulsion; rather, each Party is freely and voluntarily signing this Agreement for its, his, or her own benefit.
24. Costs and Attorneys' Fees. Subject to the provisions in paragraph 3, above, the Parties to this Agreement agree to bear their own costs, attorneys' fees, and other expenses incurred in connection with or in any way relating to the Agreement, the Lawsuit, or the negotiations leading to the Agreement.
25. Incorporation of Recitals. The Recitals above are incorporated into and made part of this Agreement.
26. Enforceability. To the extent that any portion of this Agreement other than paragraphs 2, 3, 4, 5, 8, and 9 may be held to be invalid or legally unenforceable by a court of competent jurisdiction, the Parties agree that the remaining portions of the relevant paragraph and this Agreement shall not be affected and shall be given full force and effect.

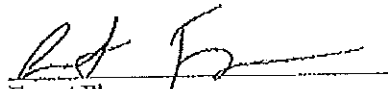
27. Captions. The paragraph captions set forth in the Agreement are for the convenience of the Parties and do not modify, limit, or otherwise affect the express provisions of this Agreement.

28. No Disqualifications. This Agreement is not intended to indicate that the Defendants or any of their affiliates or current or former employees shall be subject to any disqualifications contained in the federal securities laws, the rules and regulations thereunder, the rules and regulations of self regulatory organizations or various states' securities laws, including any disqualifications from relying upon registration exemptions or safe harbor provisions. In addition, this Agreement is not intended to form the basis for any such disqualifications.

IN WITNESS WHEREOF, the Parties have fully executed and delivered this Settlement Agreement as of \_\_\_\_\_, 2012, which Agreement shall be effective as of the Multistate Settlement Effective Date.

CATHERINE CORTEZ MASTO  
Nevada Attorney General

By:

  
Ernest Figueroa  
Deputy Attorney General

Dated: 3-19, 2012

BANK OF AMERICA CORPORATION

Dated: March 22, 2012

By: 

BANK OF AMERICA, N.A., AND BAC HOME LOANS SERVICING, LP (through its  
successor in interest by merger, BANK OF AMERICA, N.A.)

Dated: March 22, 2012

By: 

COUNTRYWIDE FINANCIAL CORPORATION

Dated: March \_\_, 2012

By: \_\_\_\_\_

COUNTRYWIDE HOME LOANS, INC.

Dated: March \_\_, 2012

By: \_\_\_\_\_

FULL SPECTRUM LENDING, INC.

Dated: March \_\_, 2012

By: \_\_\_\_\_

RECONTRUST COMPANY, N.A.

Dated: March \_\_, 2012

By: \_\_\_\_\_

BANK OF AMERICA CORPORATION

Dated: March \_\_, 2012

By: \_\_\_\_\_


BANK OF AMERICA, N.A., AND BAC HOME LOANS SERVICING, LP (through its  
successor in interest by merger, BANK OF AMERICA, N.A.)

Dated: March \_\_, 2012

By: \_\_\_\_\_


COUNTRYWIDE FINANCIAL CORPORATION

Dated: March 22, 2012

By:  \_\_\_\_\_

COUNTRYWIDE HOME LOANS, INC.

Dated: March 22, 2012

By:  \_\_\_\_\_

FULL SPECTRUM LENDING, INC.

Dated: March 22, 2012

By:  \_\_\_\_\_

RECONTRUST COMPANY, N.A.

Dated: March \_\_, 2012

By: \_\_\_\_\_



BANK OF AMERICA CORPORATION

Dated: March \_\_, 2012 By: \_\_\_\_\_

BANK OF AMERICA, N.A., AND BAC HOME LOANS SERVICING, LP (through its  
successor in interest by merger, BANK OF AMERICA, N.A.)

Dated: March \_\_, 2012 By: \_\_\_\_\_

COUNTRYWIDE FINANCIAL CORPORATION

Dated: March \_\_, 2012 By: \_\_\_\_\_

COUNTRYWIDE HOME LOANS, INC.

Dated: March \_\_, 2012 By: \_\_\_\_\_

FULL SPECTRUM LENDING, INC.

Dated: March \_\_, 2012 By: \_\_\_\_\_

RECONTRUST COMPANY, N.A.


Dated: March 2-2, 2012 By: 

Exhibit B

RELEASE

In connection with the Settlement Agreement made and entered into by and between the State of Nevada, on the one hand, and Bank of America Corporation, Bank of America, N.A. ("BANA"), BAC Home Loans Servicing, LP (noting through its successor-in-interest by merger, BANA), ReconTrust Company, N.A., Countrywide Financial Corporation, Countrywide Home Loans, Inc., and Full Spectrum Lending, Inc., on the other hand, the Nevada Attorney General hereby enters into this Release, which will be effective as of the Escrow Exchange Date. Any capitalized terms not defined herein shall have the definition given to them in the Settlement Agreement.

The Nevada Attorney General hereby fully, finally and forever releases and discharges the Released Parties from any and all claims that the Nevada Attorney General asserted against any of the Released Parties in the Lawsuit that are based on conduct that predates the date on which the Court dismisses the Lawsuit with prejudice, including claims arising out of or relating to any alleged breach by any of the Released Parties of the Consent Judgment. The Nevada Attorney General hereby affirms that, as of the Escrow Exchange Date, it remains bound by, and subject to, the release of claims contained in paragraph 9.2 of the Consent Judgment. The Consent Judgment shall remain in effect until it is terminated according to its terms.

This Release is in addition to, and in no way overrides, the release contained in the Multistate Settlement.

IN WITNESS WHEREOF, as of April 5, 2012, the Nevada Attorney General has fully executed this Release, which will be effective as of the Escrow Exchange Date.

Attorney General of the State of Nevada

By: Brian C. Paine  
Name: Brian C. Paine  
Title: Senior Deputy Attorney General

Exhibit C

The Nevada Agreement

1. Agreement: Bank of America, N.A. ("BANA") agrees to undertake a total of \$750 million (\$750,000,000) of activities (as calculated below) with respect to mortgages on residential properties located in the State of Nevada (the "Nevada Agreement").
2. Crediting Mechanism: BANA shall receive credit against its obligations under the Nevada Agreement for any principal reduction on first or second liens (including reductions through loan modifications, deeds in lieu or short sales), on properties located in Nevada, only to the extent that such activity would qualify for credit under the General Framework for Consumer Relief and Table 1 thereof. However, BANA shall receive dollar for dollar credit for each such activity. There shall not be any percentage limits on the amount of credit available for any particular activity except as specifically provided below with respect to conforming/nonconforming limitations.
  - (a) BANA will receive credit for first-lien loan modification principal reduction on any loans in BANA or any of its affiliates' entire portfolio, except for loans owned by the Government Sponsored Entities ("GSEs"). First-lien loan modification principal reductions shall be subject to the conforming/nonconforming limitations contained in Exhibit D to the Multistate Settlement. [Minimum 85% conforming]
  - (b) BANA will receive credit for second-lien, short sale and deed-in-lieu principal reduction on any loans in BANA or any of its affiliates' entire portfolio. Short sales and deed-in-lieu principal reductions shall be subject to a minimum 75% conforming requirement.
  - (c) BANA shall receive an additional 25% credit against its obligations under the Nevada Agreement for any first-lien principal reduction done within 12 months of the Start Date as defined in the Multistate Settlement (e.g., a \$1 credit for BANA activity would count as \$1.25).
  - (d) BANA shall complete 75% of its obligations under the Nevada Agreement within two years of the Effective Date of the Multistate Settlement, and 100% of its obligations under the Nevada Agreement within three years of the Effective Date of the Multistate Settlement. BANA shall not receive credit for any funds provided to BANA by federal or state governmental entities, including but not limited to HAMP incentives.
3. Payment for Failure to Meet Obligations under the Nevada Agreement: If BANA fails to meet its obligations under the Nevada Agreement within three years of the Effective Date of the Multistate Settlement, Bank of America Corporation or BANA ("BAC/BANA") shall pay to Nevada 50% of the unmet commitment amount, subject to a maximum payment of \$25 million (\$25,000,000); except that if BANA fails to meet the two-year commitment noted above, and then fails to meet the three-year commitment, BAC/BANA shall pay an amount equal to 65% of the unmet three-year commitment amount, subject to a maximum payment of \$35 million (\$35,000,000). If BANA fails to

meet both its obligations under the Nevada Agreement and its obligations under the Consumer Relief Requirements, BAC/BANA shall pay to Nevada an amount equal to the greater of (a) the amount owed to Nevada under this provision; or (b) the amount owed to Nevada under the payment provision of the Consumer Relief Requirements, Section 10(d). The purpose of all amounts payable hereunder is to induce BANA to meet its obligations under the Nevada Agreement and its commitment under the Consumer Relief Requirements. The payment of such amount by BAC/BANA to Nevada shall satisfy BAC/BANA's obligations to Nevada under both the foregoing provision of the Nevada Agreement and the Consumer Relief Requirements, Section 10(d).

4. Role of the Monitor: Each quarter, the Monitor shall determine the amount of consumer relief credit that BANA has earned towards its obligations under the Nevada Agreement ("Consumer Relief Credit"). At the one-, two-, and three-year points, the Monitor shall determine the amount of Consumer Relief Credit that BANA has earned towards its obligations under the Nevada Agreement and shall determine any bonus and determine any payment owed pursuant to the above terms. Upon request of the Nevada Attorney General, the Monitor shall provide all information in the Monitor's possession concerning relief provided in Nevada by BANA. In addition, BANA shall provide to the Nevada Attorney General such further information regarding relief provided in Nevada as reasonably requested.
5. Disputes: Disputes over the Monitor's reporting with respect to the Nevada Agreement shall be resolved in the District Court for the District of Columbia. The Nevada Attorney General may enforce any liquidated payment amount in Nevada state court.

ATTACHMENT 2

Judgment and Exhibits D, D-1 and I

See attached

IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF COLUMBIA

**FILED**

APR - 4 2012

Clerk, U.S. District & Bankruptcy  
Courts for the District of Columbia

UNITED STATES OF AMERICA,  
*et al.*,

Plaintiffs,

v.

BANK OF AMERICA CORP. *et al.*,

Defendants.

Civil Action No. \_\_\_\_\_

12 0361

**CONSENT JUDGMENT**

WHEREAS, Plaintiffs, the United States of America and the States of Alabama, Alaska, Arizona, Arkansas, California, Colorado, Connecticut, Delaware, Florida, Georgia, Hawaii, Idaho, Illinois, Indiana, Iowa, Kansas, Louisiana, Maine, Maryland, Michigan, Minnesota, Mississippi, Missouri, Montana, Nebraska, Nevada, New Hampshire, New Jersey, New Mexico, New York, North Carolina, North Dakota, Ohio, Oregon, Rhode Island, South Carolina, South Dakota, Tennessee, Texas, Utah, Vermont, Washington, West Virginia, Wisconsin, Wyoming, the Commonwealths of Kentucky, Massachusetts, Pennsylvania and Virginia, and the District of Columbia filed their complaint on March 12, 2012, alleging that Bank of America Corporation, Bank of America, N.A., BAC Home Loans Servicing, LP f/k/a Countrywide Home Loans Servicing, LP, Countrywide Home Loans, Inc., Countrywide Financial Corporation, Countrywide Mortgage Ventures, LLC, and Countrywide Bank, FSB (collectively, for the sake



of convenience only, "Defendant") violated, among other laws, the Unfair and Deceptive Acts and Practices laws of the Plaintiff States, the False Claims Act, the Financial Institutions Reform, Recovery, and Enforcement Act of 1989, the Servicemembers Civil Relief Act, and the Bankruptcy Code and Federal Rules of Bankruptcy Procedure;

WHEREAS, the parties have agreed to resolve their claims without the need for litigation;

WHEREAS, Defendant has consented to entry of this Consent Judgment without trial or adjudication of any issue of fact or law and to waive any appeal if the Consent Judgment is entered as submitted by the parties;

WHEREAS, Defendant, by entering into this Consent Judgment, does not admit the allegations of the Complaint other than those facts deemed necessary to the jurisdiction of this Court;

WHEREAS, the intention of the United States and the States in effecting this settlement is to remediate harms allegedly resulting from the alleged unlawful conduct of the Defendant;

AND WHEREAS, Defendant has agreed to waive service of the complaint and summons and hereby acknowledges the same;

NOW THEREFORE, without trial or adjudication of issue of fact or law, without this Consent Judgment constituting evidence against Defendant, and upon consent of Defendant, the Court finds that there is good and sufficient cause to enter this Consent Judgment, and that it is therefore ORDERED, ADJUDGED, AND DECREED:

#### **I. JURISDICTION**

1. This Court has jurisdiction over the subject matter of this action pursuant to 28 U.S.C. §§ 1331, 1345, 1355(a), and 1367, and under 31 U.S.C. § 3732(a) and (b), and over

Defendant. The Complaint states a claim upon which relief may be granted against Defendant. Venue is appropriate in this District pursuant to 28 U.S.C. § 1391(b)(2) and 31 U.S.C. § 3732(a).

## II. SERVICING STANDARDS

2. Bank of America, N.A. shall comply with the Servicing Standards, attached hereto as Exhibit A, in accordance with their terms and Section A of Exhibit E, attached hereto.

## III. FINANCIAL TERMS

3. *Payment Settlement Amounts.* Bank of America Corporation and/or its affiliated entities shall pay or cause to be paid into an interest bearing escrow account to be established for this purpose the sum of \$2,382,415,075, which sum shall be added to funds being paid by other institutions resolving claims in this litigation (which sum shall be known as the "Direct Payment Settlement Amount") and which sum shall be distributed in the manner and for the purposes specified in Exhibit B. Payment shall be made by electronic funds transfer no later than seven days after the Effective Date of this Consent Judgment, pursuant to written instructions to be provided by the United States Department of Justice. After the required payment has been made, Defendant shall no longer have any property right, title, interest or other legal claim in any funds held in escrow. The interest bearing escrow account established by this Paragraph 3 is intended to be a Qualified Settlement Fund within the meaning of Treasury Regulation Section 1.468B-1 of the U.S. Internal Revenue Code of 1986, as amended. The Monitoring Committee established in Paragraph 8 shall, in its sole discretion, appoint an escrow agent ("Escrow Agent") who shall hold and distribute funds as provided herein. All costs and expenses of the Escrow Agent, including taxes, if any, shall be paid from the funds under its control, including any interest earned on the funds.

4. *Payments to Foreclosed Borrowers.* In accordance with written instructions from the State members of the Monitoring Committee, for the purposes set forth in Exhibit C, the Escrow Agent shall transfer from the escrow account to the Administrator appointed under Exhibit C \$1,489,813,925.00 (the "Borrower Payment Amount") to enable the Administrator to provide cash payments to borrowers whose homes were finally sold or taken in foreclosure between and including January 1, 2008 and December 31, 2011; who submit claims for harm allegedly arising from the Covered Conduct (as that term is defined in Exhibit G hereto); and who otherwise meet criteria set forth by the State members of the Monitoring Committee. The Borrower Payment Amount and any other funds provided to the Administrator for these purposes shall be administered in accordance with the terms set forth in Exhibit C.

5. *Consumer Relief.* Defendant shall provide \$7,626,200,000 of relief to consumers who meet the eligibility criteria in the forms and amounts described in Paragraphs 1-8 of Exhibit D, and \$948,000,000 of refinancing relief to consumers who meet the eligibility criteria in the forms and amounts described in Paragraph 9 of Exhibit D, to remediate harms allegedly caused by the alleged unlawful conduct of Defendant. Defendant shall receive credit towards such obligation as described in Exhibit D.

#### IV. ENFORCEMENT

6. The Servicing Standards and Consumer Relief Requirements, attached as Exhibits A and D, are incorporated herein as the judgment of this Court and shall be enforced in accordance with the authorities provided in the Enforcement Terms, attached hereto as Exhibit E.

7. The Parties agree that Joseph A. Smith, Jr. shall be the Monitor and shall have the authorities and perform the duties described in the Enforcement Terms, attached hereto as Exhibit E.

8. Within fifteen (15) days of the Effective Date of this Consent Judgment, the participating state and federal agencies shall designate an Administration and Monitoring Committee (the "Monitoring Committee") as described in the Enforcement Terms. The Monitoring Committee shall serve as the representative of the participating state and federal agencies in the administration of all aspects of this and all similar Consent Judgments and the monitoring of compliance with it by the Defendant.

#### **V. RELEASES**

9. The United States and Defendant have agreed, in consideration for the terms provided herein, for the release of certain claims, and remedies, as provided in the Federal Release, attached hereto as Exhibit F. The United States and Defendant have also agreed that certain claims, and remedies are not released, as provided in Paragraph 11 of Exhibit F. The releases contained in Exhibit F shall become effective upon payment of the Direct Payment Settlement Amount by Defendant.

10. The State Parties and Defendant have agreed, in consideration for the terms provided herein, for the release of certain claims, and remedies, as provided in the State Release, attached hereto as Exhibit G. The State Parties and Defendant have also agreed that certain claims, and remedies are not released, as provided in Part IV of Exhibit G. The releases contained in Exhibit G shall become effective upon payment of the Direct Payment Settlement Amount by Defendant.

#### **VI. SERVICEMEMBERS CIVIL RELIEF ACT**

11. The United States and Defendant have agreed to resolve certain claims arising under the Servicemembers Civil Relief Act ("SCRA") in accordance with the terms provided in Exhibit H. Any obligations undertaken pursuant to the terms provided in Exhibit H, including

any obligation to provide monetary compensation to servicemembers, are in addition to the obligations undertaken pursuant to the other terms of this Consent Judgment. Only a payment to an individual for a wrongful foreclosure pursuant to the terms of Exhibit H shall be reduced by the amount of any payment from the Borrower Payment Amount.

## VII. OTHER TERMS

12. The United States and any State Party may withdraw from the Consent Judgment and declare it null and void with respect to that party if the Consumer Relief Payments (as that term is defined in Exhibit F (Federal Release)) required under this Consent Judgment are not made and such non-payment is not cured within thirty days of written notice by the party.

13. This Court retains jurisdiction for the duration of this Consent Judgment to enforce its terms. The parties may jointly seek to modify the terms of this Consent Judgment, subject to the approval of this Court. This Consent Judgment may be modified only by order of this Court.

14. The Effective Date of this Consent Judgment shall be the date on which the Consent Judgment has been entered by the Court and has become final and non-appealable. An order entering the Consent Judgment shall be deemed final and non-appealable for this purpose if there is no party with a right to appeal the order on the day it is entered.

15. This Consent Judgment shall remain in full force and effect for three and one-half years from the date it is entered ("the Term"), at which time Defendant's obligations under the Consent Judgment shall expire, except that, pursuant to Exhibit E, Bank of America, N.A. shall submit a final Quarterly Report for the last quarter or portion thereof falling within the Term and cooperate with the Monitor's review of said report, which shall be concluded no later than six months after the end of the Term. Defendant shall have no further obligations under this

Consent Judgment six months after the expiration of the Term, but the Court shall retain jurisdiction for purposes of enforcing or remedying any outstanding violations that are identified in the final Monitor Report and that have occurred but not been cured during the Term.

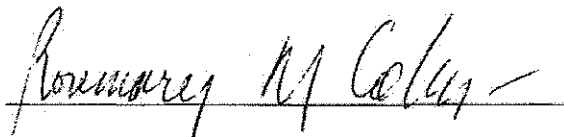
16. Except as otherwise agreed in Exhibit B, each party to this litigation will bear its own costs and attorneys' fees associated with this litigation.

17. Nothing in this Consent Judgment shall relieve Defendant of its obligation to comply with applicable state and federal law.

18. The United States and Defendant further agree to the additional terms contained in Exhibit I hereto.

19. The sum and substance of the parties' agreement and of this Consent Judgment are reflected herein and in the Exhibits attached hereto. In the event of a conflict between the terms of the Exhibits and paragraphs 1-18 of this summary document, the terms of the Exhibits shall govern.

SO ORDERED this 4 day of April, 2012



UNITED STATES DISTRICT JUDGE

# **EXHIBIT D**

### **Consumer Relief Requirements**

Any Servicer as defined in the Servicing Standards set forth in Exhibit A to this Consent Judgment (hereinafter "Servicer" or "Participating Servicer") agrees that it will not implement any of the Consumer Relief Requirements described herein through policies that are intended to (i) disfavor a specific geography within or among states that are a party to the Consent Judgment or (ii) discriminate against any protected class of borrowers. This provision shall not preclude the implementation of pilot programs in particular geographic areas.

Any discussion of property in these Consumer Relief Requirements, including any discussion in Table 1 or other documents attached hereto, refers to a 1-4 unit single-family property (hereinafter, "Property" or collectively, "Properties").

Any consumer relief guidelines or requirements that are found in Table 1 or other documents attached hereto, are hereby incorporated into these Consumer Relief Requirements and shall be afforded the same deference as if they were written in the text below.

For the avoidance of doubt, subject to the Consumer Relief Requirements described below, Servicer shall receive credit for consumer relief activities with respect to loans insured or guaranteed by the U.S. Department of Housing and Urban Development, U.S. Department of Veterans Affairs, or the U.S. Department of Agriculture in accordance with the terms and conditions herein, provided that nothing herein shall be deemed to in any way relieve Servicer of the obligation to comply with the requirements of the U.S. Department of Housing and Urban Development, U.S. Department of Veterans Affairs, and the U.S. Department of Agriculture with respect to the servicing of such loans.

Servicer shall not, in the ordinary course, require a borrower to waive or release legal claims and defenses as a condition of approval for loss mitigation activities under these Consumer Relief Requirements. However, nothing herein shall preclude Servicer from requiring a waiver or release of legal claims and defenses with respect to a Consumer Relief activity offered in connection with the resolution of a contested claim, when the borrower would not otherwise have received as favorable terms or when the borrower receives additional consideration.

Programmatic exceptions to the crediting available for the Consumer Relief Requirements listed below may be granted by the Monitoring Committee on a case-by-case basis.

To the extent a Servicer is responsible for the servicing of a mortgage loan to which these Consumer Relief Requirements may apply, the Servicer shall receive credit for all consumer relief and refinancing activities undertaken in connection with such



mortgage loan by any of its subservicers to the same extent as if Servicer had undertaken such activities itself.\*

#### 1. First Lien Mortgage Modifications

- a. Servicer will receive credit under Table 1, Section 1, for first-lien mortgage loan modifications made in accordance with the guidelines set forth in this Section 1.
- b. First liens on occupied<sup>1</sup> Properties with an unpaid principal balance (“UPB”) prior to capitalization at or below the highest GSE conforming loan limit cap as of January 1, 2010 shall constitute at least 85% of the eligible credits for first liens (the “Applicable Limits”).
- c. Eligible borrowers must be at least 30 days delinquent or otherwise qualify as being at imminent risk of default due to borrower’s financial situation.
- d. Eligible borrowers’ pre-modification loan-to-value ratio (“LTV”) is greater than 100%.
- e. Post-modification payment should target a debt-to-income ratio (“DTI”)<sup>2</sup> of 31% (or an affordability measurement consistent with HAMP guidelines) and a modified LTV<sup>3</sup> of no greater than 120%, provided that eligible borrowers receive a modification that meets the following terms:
  - i. Payment of principal and interest must be reduced by at least 10%.
  - ii. Where LTV exceeds 120% at a DTI of 31%, principal shall be reduced to a LTV of 120%, subject to a minimum DTI of 25% (which minimum may be waived by Servicer at Servicer’s sole

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\* If a Servicer holds a mortgage loan but does not service or control the servicing rights for such loan (either through its own servicing operations or a subservicer), then no credit shall be granted to that Servicer for consumer relief and refinancing activities related to that loan.

<sup>1</sup> Servicer may rely on a borrower’s statement, at the time of the modification evaluation, that a Property is occupied or that the borrower intends to rent or re-occupy the property.

<sup>2</sup> Consistent with HAMP, DTI is based on first-lien mortgage debt only. For non-owner-occupied properties, Servicer shall consider other appropriate measures of affordability.

<sup>3</sup> For the purposes of these guidelines, LTV may be determined in accordance with HAMP PRA.

discretion), provided that for investor-owned loans, the LTV and DTI need not be reduced to a level that would convert the modification to net present value ("NPV") negative.

- f. DTI requirements may be waived for first lien mortgages that are 180 days or more delinquent as long as payment of principal and interest is reduced by at least 20% and LTV is reduced to at least 120%.
- g. Servicer shall also be entitled to credit for any amounts of principal reduction which lower LTV below 120%.
- h. When Servicer reduces principal on a first lien mortgage via its proprietary modification process, and a Participating Servicer owns the second lien mortgage, the second lien shall be modified by the second lien owning Participating Servicer in accordance with Section 2.c.i below, provided that any Participating Servicer other than the five largest servicers shall be given a reasonable amount of time, as determined by the Monitor, after that Participating Servicer's Start Date to make system changes necessary to participate in and implement this requirement. Credit for such second lien mortgage write-downs shall be credited in accordance with the second lien percentages and cap described in Table 1, Section 2.
- i. In the event that, in the first 6 months after Servicer's Start Date (as defined below), Servicer temporarily provides forbearance or conditional forgiveness to an eligible borrower as the Servicer ramps up use of principal reduction, Servicer shall receive credit for principal reduction on such modifications provided that (i) Servicer may not receive credit for both the forbearance and the subsequent principal reduction and (ii) Servicer will only receive the credit for the principal reduction once the principal is actually forgiven in accordance with these Consumer Relief Requirements and Table 1.
- j. Eligible modifications include any modification that is made on or after Servicer's Start Date, including:
  - i. Write-offs made to allow for refinancing under the FHA Short Refinance Program;
  - ii. Modifications under the Making Home Affordable Program (including the Home Affordable Modification Program ("HAMP") Tier 1 or Tier 2) or the Housing Finance Agency Hardest Hit Fund ("HFA Hardest Hit Fund") (or any other federal program) where principal is forgiven, except to the extent that state or federal funds paid to Servicer in its capacity as an investor are the source of a Servicer's credit claim.

- iii. Modifications under other proprietary or other government modification programs, provided that such modifications meet the guidelines set forth herein.<sup>4</sup>

## 2. Second Lien Portfolio Modifications

- a. Servicer is required to adhere to these guidelines in order to receive credit under Table I, Section 2.
- b. A write-down of a second lien mortgage will be creditable where such write-down facilitates either (a) a first lien modification that involves an occupied Property for which the borrower is 30 days delinquent or otherwise at imminent risk of default due to the borrower's financial situation; or (b) a second lien modification that involves an occupied Property with a second lien which is at least 30 days delinquent or otherwise at imminent risk of default due to the borrower's financial situation.

<sup>4</sup> Two examples are hereby provided. Example 1: on a mortgage loan at 175% LTV, when a Servicer (in its capacity as an investor) extinguishes \$75 of principal through the HAMP Principal Reduction Alternative ("PRA") modification in order to bring the LTV down to 100%, if the Servicer receives \$28.10 in PRA principal reduction incentive payments from the U.S. Department of the Treasury for that extinguishment, then the Servicer may claim \$46.90 of principal reduction for credit under these Consumer Relief Requirements:

LTV Reduction Band:	HAMP-PRA Incentive Amount Received:	Allowable Settlement Credit:
175% LTV to 140% LTV	\$10.50 (35% LTV * \$0.30)	\$24.50 ((35% LTV-\$10.50) * \$1.00)
140% LTV to 115% LTV	\$11.30 (25% LTV * \$0.45)	\$13.70 ((25% LTV-\$11.30) * \$1.00)
115% LTV to 105% LTV	\$6.30 (10% LTV * \$0.63)	\$3.70 ((10% LTV-\$6.30) * \$1.00)
105% LTV to 100% LTV	None (no credit below 105% LTV)	\$5.00 (5% LTV * \$1.00)
<b>Total:</b>	<b>\$28.10</b>	<b>\$46.90</b>

Example 2: on a mortgage loan at 200% LTV, when a Servicer (in its capacity as an investor) extinguishes \$100 of principal through a HAMP-PRA modification in order to bring the LTV down to 100%, if the Servicer receives \$35.60 in PRA principal reduction incentive payments from Treasury for that extinguishment, then although the Servicer would have funded \$64.40 in principal reduction on that loan, the Servicer may claim \$55.70 of principal reduction for credit under these Consumer Relief Requirements:

LTV Reduction Band:	HAMP-PRA Incentive Amount Received:	Allowable Settlement Credit:
200% LTV to 175% LTV	\$7.50 (25% LTV * \$0.30)	\$8.80 ((25% LTV-\$7.50) * \$0.50)
175% LTV to 140% LTV	\$10.50 (35% LTV * \$0.30)	\$24.50 ((35% LTV-\$10.50) * \$1.00)
140% LTV to 115% LTV	\$11.30 (25% LTV * \$0.45)	\$13.70 ((25% LTV-\$11.30) * \$1.00)
115% LTV to 105% LTV	\$6.30 (10% LTV * \$0.63)	\$3.70 ((10% LTV-\$6.30) * \$1.00)
105% LTV to 100% LTV	None (no credit below 105% LTV)	\$5.00 (5% LTV * \$1.00)
<b>Total:</b>	<b>\$35.60</b>	<b>\$55.70</b>

c. Required Second Lien Modifications:

- i. Servicer agrees that it must write down second liens consistent with the following program until its Consumer Relief Requirement credits are fulfilled:
  1. A write-down of a second lien mortgage will be creditable where a successful first lien modification is completed by a Participating Servicer via a servicer's proprietary, non-HAMP modification process, in accordance with Section 1, with the first lien modification meeting the following criteria:
    - a. Minimum 10% payment reduction (principal and interest);
    - b. Income verified;
    - c. A UPB at or below the Applicable Limits; and
    - d. Post-modification DTI<sup>5</sup> between 25% and 31%.
  2. If a Participating Servicer has completed a successful proprietary first lien modification and the second lien loan amount is greater than \$5,000 UPB and the current monthly payment is greater than \$100, then:
    - a. Servicer shall extinguish and receive credit in accordance with Table 1, Section 2.iii on any second lien that is greater than 180 days delinquent.
    - b. Otherwise, Servicer shall solve for a second lien payment utilizing the HAMP Second Lien Modification Program ("2MP") logic used as of January 26, 2012.
    - c. Servicer shall use the following payment waterfall:
      - i. Forgiveness equal to the lesser of (a) achieving 115% combined loan-to-value ratio ("CLTV") or (b) 30% UPB (subject to minimum forgiveness level); then
      - ii. Reduce rate until the 2MP payment required by 2MP logic as of January 26, 2012; then

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<sup>5</sup> Consistent with HAMP, DTI is based on first-lien mortgage debt only. For non-owner-occupied properties, Servicer shall consider other appropriate measures of affordability.

- iii. Extend term to "2MP Term" (greater of modified first or remaining second).
    - d. Servicer shall maintain an I/O product option consistent with 2MP protocols.
  - d. Eligible second lien modifications include any modification that is made on or after Servicer's Start Date, including:
    - i. Principal reduction or extinguishments through the Making Home Affordable Program (including 2MP), the FHA Short Refinance Second Lien ("FHA2LP") Program or the HFA Hardest Hit Fund (or any other federal program), except (to the extent) that state or federal funds are the source of a Servicer's credit claim.
    - ii. Second lien write-downs or extinguishments completed under proprietary modification programs, are eligible, provided that such write-downs or extinguishments meet the guidelines as set forth herein.
  - e. Extinguishing balances of second liens to support the future ability of individuals to become homeowners will be credited based on applicable credits in Table 1.
3. Enhanced Borrower Transitional Funds
- Servicer may receive credit, as described in Table 1, Section 3, for providing additional transitional funds to homeowners in connection with a short sale or deed-in-lieu of foreclosure to homeowners for the amount above \$1,500.
4. Short Sales
- a. As described in the preceding paragraph, Servicer may receive credit for providing incentive payments for borrowers on or after Servicer's Start Date who are eligible and amenable to accepting such payments in return for a dignified exit from a Property via short sale or similar program. Credit shall be provided in accordance with Table 1, Section 3.i.
  - b. To facilitate such short sales, Servicer may receive credit for extinguishing second liens on or after Servicer's Start Date under Table 1, Section 4.
  - c. Short sales through the Home Affordable Foreclosure Alternatives (HAFA) Program or any HFA Hardest Hit Fund program or proprietary programs closed on or after Servicer's Start Date are eligible.
  - d. Servicer shall be required to extinguish a second lien owned by Servicer behind a successful short sale/deed-in-lieu conducted by a Participating Servicer (provided that any Participating Servicer other than the five largest servicers shall be given a reasonable amount of time, as determined

by the Monitor, after their Start Date to make system changes necessary to participate in and implement this requirement) where the first lien is greater than 100% LTV and has a UPB at or below the Applicable Limits, until Servicer's Consumer Relief Requirement credits are fulfilled. The first lien holder would pay to the second lien holder 8% of UPB, subject to a \$2,000 floor and an \$8,500 ceiling. The second lien holder would then release the note or lien and waive the balance.

5. Deficiency Waivers

- a. Servicer may receive credit for waiving deficiency balances if not eligible for credit under some other provision, subject to the cap provided in the Table 1, Section 5.i.
- b. Credit for such waivers of any deficiency is only available where Servicer has a valid deficiency claim, meaning where Servicer can evidence to the Monitor that it had the ability to pursue a deficiency against the borrower but waived its right to do so after completion of the foreclosure sale.

6. Forbearance for Unemployed Borrowers

- a. Servicer may receive credit for forgiveness of payment of arrearages on behalf of an unemployed borrower in accordance with Table 1, Section 6.i.
- b. Servicer may receive credit under Table 1, Section 6.ii., for funds expended to finance principal forbearance solutions for unemployed borrowers as a means of keeping them in their homes until such time as the borrower can resume payments. Credit will only be provided beginning in the 7th month of the forbearance under Table 1, Section 6.ii.

7. Anti-Blight Provisions

- a. Servicer may receive credit for certain anti-blight activities in accordance with and subject to caps contained in Table 1, Section 7.
- b. Any Property value used to calculate credits for this provision shall have a property evaluation meeting the standards acceptable under the Making Home Affordable programs received within 3 months of the transaction.

8. Benefits for Servicemembers

- a. Short Sales
  - i. Servicer shall, with respect to owned portfolio first liens, provide servicemembers who qualify for SCRA benefits ("Eligible Servicemembers") a short sale agreement containing a predetermined minimum net proceeds amount ("Minimum Net Proceeds") that Servicer will accept for short sale transaction upon receipt of the listing agreement and all required third-party approvals. The Minimum Net Proceeds may be expressed as a

fixed dollar amount, as a percentage of the current market value of the property, or as a percentage of the list price as approved by Servicer. After providing the Minimum Net Proceeds, Servicer may not increase the minimum net requirements above the Minimum Net Proceeds amount until the initial short sale agreement termination date is reached (not less than 120 calendar days from the date of the initial short sale agreement). Servicer must document subsequent changes to the Minimum Net Proceeds when the short sale agreement is extended.

- ii. Eligible Servicemembers shall be eligible for this short sale program if: (a) they are an active duty full-time status Eligible Servicemember; (b) the property securing the mortgage is not vacant or condemned; (c) the property securing the mortgage is the Eligible Servicemember's primary residence (or, the property was his or her principal residence immediately before he or she moved pursuant to a Permanent Change of Station ("PCS") order dated on or after October 1, 2010; (d) the Eligible Servicemember purchased the subject primary residence on or after July 1, 2006 and before December 31, 2008; and (e) the Eligible Servicemember relocates or has relocated from the subject property not more than 12 months prior to the date of the short sale agreement to a new duty station or home port outside a 50-mile radius of the Eligible Servicemember's former duty station or home port under a PCS. Eligible Servicemembers who have relocated may be eligible if the Eligible Servicemember provides documentation that the property was their principal residence prior to relocation or during the 12-month period prior to the date of the short sale agreement.

b. Short Sale Waivers

- i. If an Eligible Servicemember qualifies for a short sale hereunder and sells his or her principal residence in a short sale conducted in accordance with Servicer's then customary short sale process, Servicer shall, in the case of an owned portfolio first lien, waive the additional amount owed by the Eligible Servicemember so long as it is less than \$250,000.
  - ii. Servicer shall receive credit under Table 1, Section 4, for mandatory waivers of amounts under this Section 8.b.
- c. With respect to the refinancing program described in Section 9 below, Servicer shall use reasonable efforts to identify active servicemembers in its owned portfolio who would qualify and to solicit those individuals for the refinancing program.

9. Refinancing Program

- a. Servicer shall create a refinancing program for current borrowers. Servicer shall provide notification to eligible borrowers indicating that they may refinance under the program described herein. The minimum occupied Property eligibility criteria for such a program shall be:
  - i. The program shall apply only to Servicer-owned first lien mortgage loans.
  - ii. Loan must be current with no delinquencies in past 12 months.
  - iii. Fixed rate loans, ARMS, or I/Os are eligible if they have an initial period of 5 years or more.
  - iv. Current LTV is greater than 100%.
  - v. Loans must have been originated prior to January 1, 2009.
  - vi. Loan must not have received any modification in the past 24 months.
  - vii. Loan must have a current interest rate of at least 5.25 % or PMMS + 100 basis points, whichever is greater.
  - viii. The minimum difference between the current interest rate and the offered interest rate under this program must be at least 25 basis points or there must be at least a \$100 reduction in monthly payment.
  - ix. Maximum UPB will be an amount at or below the Applicable Limits.
  - x. The following types of loans are excluded from the program eligibility:
    - 1. FHA/VA
    - 2. Property outside the 50 States, DC, and Puerto Rico
    - 3. Loans on Manufactured Homes
    - 4. Loans for borrowers who have been in bankruptcy anytime within the prior 24 months
    - 5. Loans that have been in foreclosure within the prior 24 months
- b. The refinancing program shall be made available to all borrowers fitting the minimum eligibility criteria described above in 9.a. Servicer will be free to extend the program to other customers beyond the minimum eligibility criteria provided above and will receive credit under this Agreement for such refinancings, provided that such customers have an



LTV of over 80%, and would not have qualified for a refinance under Servicer's generally-available refinance programs as of September 30, 2011. Notwithstanding the foregoing, Servicer shall not be required to solicit or refinance borrowers who do not satisfy the eligibility criteria under 9.a above. In addition, Servicer shall not be required to refinance a loan under circumstances that, in the reasonable judgment of the Servicer, would result in Troubled Debt Restructuring ("TDR") treatment. A letter to the United States Securities and Exchange Commission regarding TDR treatment, dated November 22, 2011, shall be provided to the Monitor for review.

- c. The structure of the refinanced loans shall be as follows:
  - i. Servicer may offer refinanced loans with reduced rates either:
    - 1. For the life of the loan;
    - 2. For loans with current interest rates above 5.25% or PMMS + 100 basis points, whichever is greater, the interest rate may be reduced for 5 years. After the 5 year fixed interest rate period, the rate will return to the preexisting rate subject to a maximum rate increase of 0.5% annually; or
    - 3. For loans with an interest rate below 5.25% or PMMS + 100 basis points, whichever is greater, the interest rate may be reduced to obtain at least a 25 basis point interest rate reduction or \$100 payment reduction in monthly payment, for a period of 5 years, followed by 0.5% annual interest rate increases with a maximum ending interest rate of 5.25% or PMMS + 100 basis points.
  - ii. The original term of the loan may be changed.
  - iii. Rate reduction could be done through a modification of the existing loan terms or refinance into a new loan.
  - iv. New term of the loan has to be a fully amortizing product.
  - v. The new interest rate will be capped at 100 basis points over the PMMS rate or 5.25%, whichever is greater, during the initial rate reduction period.
- d. Banks fees and expenses shall not exceed the amount of fees charged by Banks under the current Home Affordable Refinance Program ("HARP") guidelines.
- e. The program shall be credited under these Consumer Relief Requirements as follows:

- i. Credit will be calculated as the difference between the preexisting interest rate and the offered interest rate times UPB times a multiplier.
- ii. The multiplier shall be as follows:
  - 1. If the new rate applies for the life of the loan, the multiplier shall be 8 for loans with a remaining term greater than 15 years, 6 for loans with a remaining term between 10 and 15 years and 5 for loans with a remaining term less than 10 years.
  - 2. If the new rate applies for 5 years, the multiplier shall be 5.

- f. Additional dollars spent by each Servicer on the refinancing program beyond that Servicer's required commitment shall be credited 25% against that Servicer's first lien principal reduction obligation and 75% against that Servicer's second lien principal reduction obligation, up to the limits set forth in Table 1.

#### 10. Timing, Incentives, and Payments

- a. For the consumer relief and refinancing activities imposed by this Agreement, Servicer shall be entitled to receive credit against Servicer's outstanding settlement commitments for activities taken on or after Servicer's start date, March 1, 2012 (such date, the "Start Date").
- b. Servicer shall receive an additional 25% credit against Servicer's outstanding settlement commitments for any first or second lien principal reduction and any amounts credited pursuant to the refinancing program within 12 months of Servicer's Start Date (e.g., a \$1.00 credit for Servicer activity would count as \$1.25).
- c. Servicer shall complete 75% of its Consumer Relief Requirement credits within two years of the Servicer's Start Date.
- d. If Servicer fails to meet the commitment set forth in these Consumer Relief Requirements within three years of Servicer's Start Date, Servicer shall pay an amount equal to 125% of the unmet commitment amount; except that if Servicer fails to meet the two year commitment noted above, and then fails to meet the three year commitment, the Servicer shall pay an amount equal to 140% of the unmet three-year commitment amount; provided, however, that if Servicer must pay any Participating State for failure to meet the obligations of a state-specific commitment to provide Consumer Relief pursuant to the terms of that commitment, then Servicer's obligation to pay under this provision shall be reduced by the amount that such a Participating State would have received under this provision and the Federal portion of the payment attributable to that

Participating State. The purpose of the 125% and 140% amounts is to encourage Servicer to meet its commitments set forth in these Consumer Relief Requirements.

#### 11. Applicable Requirements

The provision of consumer relief by the Servicer in accordance with this Agreement in connection with any residential mortgage loan is expressly subject to, and shall be interpreted in accordance with, as applicable, the terms and provisions of the Servicer Participation Agreement with the U.S. Department of Treasury, any servicing agreement, subservicing agreement under which Servicer services for others, special servicing agreement, mortgage or bond insurance policy or related agreement or requirements to which Servicer is a party and by which it or its servicing affiliates are bound pertaining to the servicing or ownership of the mortgage loans, including without limitation the requirements, binding directions, or investor guidelines of the applicable investor (such as Fannie Mae or Freddie Mac), mortgage or bond insurer, or credit enhancer, provided, however, that the inability of a Servicer to offer a type, form or feature of the consumer relief payments by virtue of an Applicable Requirement shall not relieve the Servicer of its aggregate consumer relief obligations imposed by this Agreement, i.e., the Servicer must satisfy such obligations through the offer of other types, forms or features of consumer relief payments that are not limited by such Applicable Requirement.

# **EXHIBIT D-1**

**Table 1<sup>1</sup>**

<b>Menu Item</b>	<b>Credit Towards Settlement</b>	<b>Credit Cap</b>
<b>Consumer Relief Funds</b>		
<b>1. First Lien Mortgage Modification<sup>2</sup></b>		<i>Minimum 30% for First Lien Mods<sup>3</sup> (which can be reduced by 2.5% of overall consumer relief funds for excess refinancing program credits above the minimum amount required)</i>
<b><u>PORTFOLIO LOANS</u></b>		
i. First lien principal forgiveness modification	LTV $\leq$ 175%: \$1.00 Write-down=\$1.00 Credit  LTV > 175%: \$1.00 Write-down=\$0.50 Credit (for only the portion of principal forgiven over 175%)	
ii. Forgiveness of forbearance amounts on existing modifications	\$1.00 Write-down=\$0.40 Credit	<i>Max 12.5%</i>

<sup>1</sup> Where applicable, the number of days of delinquency will be determined by the number of days a loan is delinquent at the start of the earlier of the first or second lien modification process. For example, if a borrower applies for a first lien principal reduction on February 1, 2012, then any delinquency determination for a later second lien modification made pursuant to the terms of this Agreement will be based on the number of days the second lien was delinquent as of February 1, 2012.

<sup>2</sup> Credit for all modifications is determined from the date the modification is approved or communicated to the borrower. However, no credits shall be credited unless the payments on the modification are current as of 90 days following the implementation of the modification, including any trial period, except if the failure to make payments on the modification within the 90 day period is due to unemployment or reduced hours, in which case Servicer shall receive credit provided that Servicer has reduced the principal balance on the loan. Eligible Modifications will include any modification that is completed on or after the Start Date, as long as the loan is current 90 days after the modification is implemented.

<sup>3</sup> All minimum and maximum percentages refer to a percentage of total consumer relief funds.

Menu Item	Credit Towards Settlement	Credit Cap
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- |   |   |  |
|---|---|--|
| iii. Earned forgiveness over a period of no greater than 3 years – provided consistent with PRA | LTV $\leq$ 175%: \$1.00 Write-down=\$.85 Credit<br><br>LTV > 175%: \$1.00 Write-down=\$0.45 Credit (for only the portion of principal forgiven over 175%) |  |
|---|---|--|

SERVICE FOR OTHERS

- |   |   |  |
|---|---|--|
| iv. First lien principal forgiveness modification on investor loans (forgiveness by investor) | \$1.00 Write-down=\$0.45 Credit   |  |
| v. Earned forgiveness over a period of no greater than 3 years – provided consistent with PRA | LTV $\leq$ 175%: \$1.00 Write-down=\$.40 Credit<br><br>LTV > 175%: \$1.00 Write-down=\$0.20 Credit (for only the portion of principal forgiven over 175%) |  |

**2. Second Lien Portfolio Modifications**

*Minimum of 60% for 1<sup>st</sup> and 2<sup>nd</sup> Lien Mods (which can be reduced by 10% of overall consumer relief funds for excess refinancing program credits above the minimum amounts required)*

- |   |                                 |  |
|---|---------------------------------|--|
| i. Performing Second Liens (0-90 days delinquent) | \$1.00 Write-down=\$0.90 Credit |  |
|---|---------------------------------|--|

Menu Item	Credit Towards Settlement	Credit Cap
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ii. Seriously Delinquent Second Liens (>90-179 days delinquent)	\$1.00 Write- down=\$0.50 Credit	
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iii. Non-Performing Second Liens (180 or more days delinquent)	\$1.00 Write-down=\$0.10 Credit	
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### 3. *Enhanced Borrower Transitional Funds*

*Max 5%*

i. Servicer Makes Payment	\$1.00 Payment=\$1.00 Credit (for the amount over \$1,500)
ii. Investor Makes Payment (non-GSE)	\$1.00 Payment=0.45 Credit (for the amount over the \$1,500 average payment established by Fannie Mae and Freddie Mac)

### 4. *Short Sales/Deeds in Lieu*

i. Servicer makes payment to unrelated 2 <sup>nd</sup> lien holder for release of 2 <sup>nd</sup> lien	\$1.00 Payment=\$1.00 Credit
ii. Servicer forgives deficiency and releases lien on 1 <sup>st</sup> lien Portfolio Loans	\$1.00 Write-down=\$0.45 Credit
iii. Investor forgives deficiency and releases lien on 1 <sup>st</sup> Lien investor loans	\$1.00 Write-down=\$0.20 Credit
iv. Forgiveness of deficiency balance and release of lien on	

Menu Item	Credit Towards Settlement	Credit Cap
Portfolio Second Liens		
Performing Second Liens (0-90 days delinquent)	\$1.00 Write-down=\$0.90 Credit	
Seriously Delinquent Second Liens (>90-179 days delinquent)	\$1.00 Write-down=\$0.50 Credit	
Non-Performing Second Liens (180 or more days delinquent)	\$1.00 Write-down=\$0.10 Credit	

**5. Deficiency Waivers***Max 10%*

- i. Deficiency waived on 1<sup>st</sup> and 2<sup>nd</sup> liens loans      \$1.00 Write-down=\$0.10  
Credit

**6. Forbearance for unemployed homeowners**

- i. Servicer forgives payment arrearages on behalf of borrower      \$1.00 new forgiveness=\$1.00  
Credit
- ii. Servicer facilitates traditional forbearance program      \$1.00 new forbearance =  
\$0.05 Credit

**7. Anti-Blight Provisions***Max 12%*

- i. Forgiveness of principal associated with a property where Servicer does not pursue foreclosure      \$1.00 property  
value=\$0.50 Credit



Menu Item	Credit Towards Settlement	Credit Cap
ii. Cash costs paid by Servicer for demolition of property	\$1.00 Payment=\$1.00 Credit	
iii. REO properties donated to accepting municipalities or non- profits or to disabled servicemembers or relatives of deceased servicemembers	\$1.00 property value=\$1.00 Credit	

# **EXHIBIT I**

BANK OF AMERICA/COUNTRYWIDE SETTLEMENT AGREEMENT

1. *Financial Terms.* Total settlement obligation of \$3,232,415,075.00 ("BOA/CFC Settlement Amount"), in the manner provided below and subject to the terms and conditions provided herein.
  - a. Pursuant to Paragraph 3 of the Consent Judgment, \$2,382,415,075.00 ("Initial BOA/CFC Settlement Payment") shall be paid by electronic funds transfer no later than seven days after the Effective Date of the Consent Judgment, in accordance with written instructions to be provided by the United States Department of Justice ("DOJ"), and shall be distributed in the manner and for the purposes identified in Paragraph 1 of Exhibit B to the Consent Judgment.
  - b. BOA/CFC shall also be responsible for their share of attorneys' fees for qui tam relators.
  - c. \$850,000,000.00 ("Deferred BOA/CFC Settlement Payment") shall be paid by electronic funds transfer no later than thirty days after the third anniversary of the Effective Date of the Consent Judgment (or, if a request for a Certification of Compliance is pending at that time or if BOA/CFC are exercising their right to cure pursuant to Paragraph 4.c, thirty days after such request is denied and any dispute with respect to such denial is resolved or thirty days after BOA/CFC have failed to cure such deficiency), in accordance with written instructions to be provided by DOJ, to be deposited, subject to 28 U.S.C. § 527 (Note), into the Federal Housing Administration's ("FHA") Capital Reserve Account in the manner and for the purposes identified in Paragraph 1.a.i of Exhibit B to the Consent Judgment, except that:
    - i. As provided in Paragraph 3.a, BOA/CFC shall have no obligation to make the Deferred BOA/CFC Settlement Payment if the Monitor has issued a Certification of Compliance pursuant to Paragraph 4.a; and
    - ii. As provided in Paragraph 3.b, BOA/CFC shall have an obligation to make only a partial Deferred BOA/CFC Settlement Payment if the Monitor has issued a Certification of Partial Compliance pursuant to Paragraph 4.b.
2. *Settlement Loan Modification Program.* BOA/CFC shall conduct a one-time nationwide modification program to be offered to underwater borrowers with economic hardship on first-lien loans ("Settlement Loan Modification Program").
  - a. BOA/CFC shall solicit, in accordance with the Settlement Loan Modification Program Solicitation Requirements, all Potentially Eligible Borrowers with mortgages meeting conditions (i) through (v) in the definition of Eligible Mortgage in Paragraph 7.d.

- b. As of the Effective Date of the Consent Judgment, BOA/CFC shall defer any foreclosure sale on a Potentially Eligible Borrower with a mortgage meeting conditions (i) through (v) in the definition of Eligible Mortgage in Paragraph 7.d until the Settlement Loan Modification Program Solicitation Requirements have been completed with respect to that borrower.
- c. Borrowers with mortgages meeting conditions (i) through (v) in the definition of Eligible Mortgage in Paragraph 7.d who are not Potentially Eligible Borrowers may apply for a Settlement Loan Modification. However, BOA/CFC are not required to solicit such borrowers.
- d. Unless otherwise required by law, BOA/CFC shall require only the Required Documentation, consistent with the FHA's verification of income standards, in connection with an application for a Settlement Loan Modification.
- e. Subject to Paragraph 2.f, and notwithstanding whether BOA/CFC have satisfied their minimum requirement under Part 1 of the Consumer Relief Requirements, BOA/CFC shall provide a Settlement Loan Modification to any borrower (other than a borrower who chooses not to provide written consent under Paragraph 2.h) who holds an Eligible Mortgage and who satisfies the conditions for the offer set forth in Paragraphs 7.g-h and accepts the offer (unless such borrower is not a Potentially Eligible Borrower and BOA/CFC no longer own the mortgage servicing rights for the relevant loan).
- f. Borrowers who qualify for and accept a Settlement Loan Modification shall get a trial offer. If the borrower remains current for ninety days following commencement of the trial, the loan modification shall, on written acceptance by the borrower, become permanent and BOA/CFC shall return the loan to normal servicing. BOA/CFC shall promptly, after successful completion of the trial, send the borrower documentation of the modification for acceptance of the modification by the borrower.
- g. The Settlement Loan Modification Program shall use the United States Department of the Treasury's ("Treasury") Net Present Value Model, including any amendments thereto.
- h. With respect to any borrower who has ever been eligible to be referred to foreclosure consistent with the requirements of the Home Affordable Modification Program ("HAMP") and, with written consent (it being understood that, so long as the borrower states he or she consents to be evaluated under the Settlement Loan Modification Program in lieu of HAMP and such statement is reflected by BOA/CFC in their servicing system or mortgage file, such written consent will be obtained only from borrowers who enter into a final modification agreement under the Settlement Loan Modification Program), any other borrower who is eligible for HAMP, BOA/CFC may, in lieu of any evaluation of such borrower under HAMP TIER 1 or TIER 2, evaluate such borrower under the Settlement Loan

Modification Program. With respect to any borrower potentially eligible for both HAMP and the Settlement Loan Modification Program, (i) BOA/CFC agree to provide internal Quality Assurance ("QA") coverage to the loans subject to the terms of this Agreement and potentially eligible for HAMP (which include HAMP TIER 1 and, once effective, HAMP TIER 2) (the "HAMP Eligible Loans"), substantially similar to QA coverage for loans eligible for the Making Home Affordable ("MHA") program; (ii) BOA/CFC agree to allow Treasury and its compliance agent for the MHA program the right to review the nature and scope of testing, results of the testing, and the execution of remediation plans derived from the testing on the HAMP Eligible Loans; (iii) BOA/CFC agree to implement any reasonable recommendations from Treasury and its compliance agent to improve the QA testing of the HAMP Eligible Loans; and (iv) BOA/CFC shall provide a monthly report to Treasury detailing (A) the aggregate number of borrowers who have accepted a modification under the Settlement Loan Modification Program, both on a monthly basis and a cumulative basis (excluding those identified in response to clause (B)); (B) the aggregate number of borrowers who consented to be evaluated for a modification under the Settlement Loan Modification Program in lieu of a HAMP TIER 1 or TIER 2 modification and accepted a modification under the Settlement Loan Modification Program, both on a monthly basis and a cumulative basis; and (C) the cumulative number of completed Settlement Loan Modification Program modifications from (A) and (B) that are still outstanding and current (defined as not more than 59 days past due) as of such month. Notwithstanding the foregoing, any borrower whose consent is required to be evaluated for the Settlement Loan Modification Program in lieu of evaluation of such borrower under HAMP TIER 1 or TIER 2 may, if such borrower is denied a Settlement Loan Modification, thereafter request to be evaluated for HAMP TIER 1 or TIER 2.

- i. Settlement Loan Modifications shall be treated as Qualified Loss Mitigation Plan modifications.
- j. Notwithstanding any provision in this Agreement to the contrary, credit for obligations with respect to the Deferred BOA/CFC Settlement Payment shall be provided for first-lien principal forgiven and shall be calculated in accordance with Exhibit D to the Consent Judgment. Credit shall be provided for first-lien principal forgiven, whether under the Settlement Loan Modification Program or otherwise. BOA/CFC shall begin to receive credit against the Deferred BOA/CFC Settlement Payment once they exceed their minimum requirement under Part 1 of the Consumer Relief Requirements (*i.e.*, 30% of total consumer relief funds, subject to a reduction of 2.5% as a result of excess refinancing program credits); provided, however, that BOA/CFC shall retain, in their sole discretion, the right to apply first-lien principal forgiven in excess of their minimum requirement under Part 1 of the Consumer Relief Requirements to other aspects of the Consumer Relief Requirements.

3. *Satisfaction of Obligations.*

- a. If the Monitor issues a Certification of Compliance pursuant to Paragraph 4.a, BOA/CFC shall be deemed to have satisfied their obligation under Paragraph 1.c.
  - b. If the Monitor issues a Certification of Partial Compliance pursuant to Paragraph 4.b, BOA/CFC shall be deemed to have partially satisfied their obligation under Paragraph 1.c. If the Monitor issues a Certification of Partial Compliance pursuant to Paragraph 4.b, the amount owed under Paragraph 1.c shall be reduced by the amount that BOA/CFC exceeded their minimum requirement under Part 1 of the Consumer Relief Requirements.
4. *Compliance.* BOA/CFC may request that the Monitor issue a Certification of Compliance or Certification of Partial Compliance at any time before thirty days after the third anniversary of the Effective Date of the Consent Judgment. In connection with such request, BOA/CFC may inform the Monitor that BOA/CFC have complied with the conditions required for the issuance of the applicable Certification of Compliance or Certification of Partial Compliance, as set forth in Paragraphs 4.a-b. The Monitor shall act expeditiously to determine if such a Certification of Compliance or Certification of Partial Compliance is warranted and may take steps necessary to verify that the conditions required for the issuance of the applicable Certification of Compliance or Certification of Partial Compliance have been satisfied, using methods consistent with Exhibit E to the Consent Judgment (Enforcement Terms). The Monitor and BOA/CFC shall work together in good faith to resolve any disagreements or discrepancies with respect to a Certification of Compliance or Certification of Partial Compliance. In the event that a dispute cannot be resolved, the Monitor or BOA/CFC may petition the Court for resolution in accordance with Section G of Exhibit E to the Consent Judgment (Enforcement Terms).
- a. The Monitor shall issue a Certification of Compliance if BOA/CFC (i) materially complied with the Settlement Loan Modification Program Solicitation Requirements; (ii) provided a Settlement Loan Modification to materially all Potentially Eligible Borrowers (excluding borrowers who chose not to provide written consent under Paragraph 2.h) with an Eligible Mortgage who satisfied the conditions for the offer set forth in Paragraphs 7.g-h and accepted the offer; and (iii) the total amount of first-lien principal forgiven exceeds BOA/CFC's minimum requirement under Part 1 of the Consumer Relief Requirements by at least \$850,000,000.00. At BOA/CFC's request, the Monitor may make determination (i) prior to, and independently of, making determinations (ii) and (iii).
  - b. If BOA/CFC exceed their minimum requirement under Part 1 of the Consumer Relief Requirements by an amount less than the Deferred BOA/CFC Settlement Payment, the Monitor shall issue a Certification of Partial Compliance. Such Certification of Partial Compliance shall specify

the exact amount by which BOA/CFC exceeded their minimum requirement under Part 1 of the Consumer Relief Requirements.

- c. The Monitor shall provide BOA/CFC notice and an opportunity to cure if he or she determines (i) during the three years after the Effective Date of the Consent Judgment, that BOA/CFC are not in material compliance with the Settlement Loan Modification Program Solicitation Requirements, or (ii) that BOA/CFC have not provided a Settlement Loan Modification to materially all Potentially Eligible Borrowers (excluding borrowers who chose not to provide written consent under Paragraph 2.h) with an Eligible Mortgage who satisfied the conditions for the offer set forth in Paragraphs 7.g-h and accepted the resulting offer.

5. *Releases.*

- a. Subject to the exceptions in Paragraph 11.a-k, and m-n (concerning excluded claims) of Exhibit F to this Consent Judgment, and notwithstanding anything to the contrary in Paragraphs 2.c, 3.b, and 11.o of Exhibit F to this Consent Judgment, effective upon payment of the Initial BOA/CFC Settlement Payment, the United States fully and finally releases Bank of America Corporation and any current or former Affiliated Entities (to the extent Bank of America Corporation or any current Affiliated Entity retains liability associated with such former Affiliated Entity), and the predecessors, successors, and assigns of any of them, as well as any current directors, officers, and employees and any former directors, officers, and employees of any of the foregoing (subject to Paragraphs 5.d and 5.e), individually and collectively, from any civil or administrative claims or causes of action whatsoever that the United States has or may have, and from any monetary or non-monetary remedies or penalties (including, without limitation, multiple, punitive or exemplary damages), whether civil or administrative, that the United States may seek to impose, based on Covered Origination Conduct (as defined in Exhibit F to this Consent Judgment) that has taken place as of 11:59 p.m., Eastern Standard Time on February 8, 2012, with respect to any FHA-insured mortgage loan that is secured by a one- to four-family residential property either that was insured by FHA on or before April 30, 2009, or for which the terms and conditions of the mortgage loan were approved by an FHA direct endorsement underwriter on or before April 30, 2009, under the Financial Institutions Reform, Recovery, and Enforcement Act, the False Claims Act, the Program Fraud Civil Remedies Act, the Civil Monetary Penalties Law, the Racketeer Influenced and Corrupt Organizations Act, the Real Estate Settlement Procedures Act, the Fair Credit Reporting Act, the Fair Debt Collection Practices Act, the Truth in Lending Act, the Interstate Land Sales Full Disclosure Act, 15 U.S.C. § 1691(d) ("Reason for Adverse Action") or § 1691(e) ("Appraisals"), sections 502 through 509 (15 U.S.C. §§ 6802-6809) of the Gramm-Leach Bliley Act except for section 505 (15 U.S.C. § 6805) as it applies to section 501(b) (15 U.S.C. §

6801(b)), or that the United States Department of Housing and Urban Development ("HUD") has actual and present authority to assert and compromise, or that the Civil Division of the United States Department of Justice has actual and present authority to assert and compromise pursuant to 28 C.F.R. § 0.45; provided, however, that, except to the extent that such claim is otherwise released under the Consent Judgment, HUD-FHA does not release any administrative claims (or any judicial enforcement of such claims) for assessments equal to the amount of the claim under the Program Fraud Civil Remedies Act, or any rights to request for indemnification (*i.e.*, for single damages, but not for double damages, treble damages, or penalties) administratively pursuant to the governing statute and regulations, including amendments thereto, with respect to any loan for which a claim for FHA insurance benefits had not been submitted for payment as of 11:59 p.m., Eastern Standard Time, December 31, 2011.

- b. The release in Paragraph 5.a shall not apply to any mortgage loan acquired by Bank of America Corporation or any Affiliated Entity after February 8, 2012.
  - c. The United States agrees and covenants that, upon payment of the Initial BOA/CFC Settlement Payment, HUD-FHA shall withdraw the Notices of Violation issued by HUD's Mortgagee Review Board on October 22, 2010, and November 2, 2010.
  - d. The release in Paragraph 5.a shall not apply to former officers, directors, or employees of Bank of America Corporation or of any Affiliated Entity with respect to claims or causes of action or remedies that the United States may have or may seek to impose under the False Claims Act or the Financial Institutions Reform, Recovery, and Enforcement Act.
  - e. Notwithstanding any other term of this Agreement, administrative claims, proceedings or actions brought by HUD against any current or former director, officer, or employee for suspension, debarment, or exclusion from any HUD program are specifically reserved and are not released.
6. *Servicing Standards.* In the event of a conflict between the requirements of the servicing standards in Exhibit A to the Consent Judgment and the servicing provisions in Paragraph 5 of the Settlement Agreement entered into by and among the Bank of New York Mellon and BOA/CFC on June 28, 2011, BOA/CFC's obligations shall be governed by the servicing standards in Exhibit A to the Consent Judgment and Section IX.A of the servicing standards in Exhibit A to the Consent Judgment shall not apply.
7. *Definitions.*
- a. *Affiliated Entity.* Affiliated Entity means entities that are directly or indirectly controlled by, or control, or are under common control with, Bank of America



Corporation as of or prior to 11:59 PM Eastern Standard Time on February 8, 2012. The term “control” with respect to an entity means the beneficial ownership (as defined in Rule 13d-3 promulgated under the Securities Exchange Act of 1934, as amended) of 50 percent or more of the voting interest in such entity.

- b. *BOA/CFC*. BOA/CFC means Bank of America Corporation, Bank of America, N.A., Countrywide Financial Corporation, and Countrywide Home Loans, Inc.
- c. *Consumer Relief Requirements*. Consumer Relief Requirements are the requirements imposed on BOA/CFC to provide a minimum amount of relief pursuant to Exhibit D to the Consent Judgment.
- d. *Eligible Mortgage*. An Eligible Mortgage is a mortgage that meets the following criteria:
  - i. The mortgage is a first-lien mortgage.
  - ii. The borrower was sixty days or more delinquent on his or her mortgage payments as of January 31, 2012.
  - iii. The property securing the mortgage has not been sold in a foreclosure sale and is not subject to a judgment of foreclosure.
  - iv. The mortgage is serviced by BOA/CFC (as of the Start Date as defined in Exhibit D to the Consent Judgment (Consumer Relief Requirements)) and is either part of a Countrywide securitization (and for which BOA/CFC have the delegated authority to modify principal) or is in the held-for-investment portfolio of Bank of America Corporation or any of its Affiliated Entities.
  - v. The mortgage is permitted to be modified by BOA/CFC following the Settlement Loan Modification Program under applicable law and investor, guarantor, insurer or other credit support counterparty directive or contract (as in effect on February 9, 2012); for the purposes of this provision only, a modification is considered to be permitted if it would not subject BOA/CFC to adverse action under such law, directive or contract, such as indemnity, mandatory buy-in, compromise of insurance coverage, fines or penalties.
  - vi. The borrower has a debt-to-income ratio (“DTI”) of 25% or greater.
- e. *PMMS*. PMMS is the Primary Mortgage Market Survey promulgated by the Federal Home Loan Mortgage Corporation, or any successor thereto.

f. *Potentially Eligible Borrower.* A Potentially Eligible Borrower is a borrower who meets the following criteria:

- i. The borrower presently holds the mortgage and was the owner-occupant of the residential property securing the mortgage at the time of origination.
- ii. The borrower has not previously defaulted on a modification that afforded terms equal to or more favorable than those in the HAMP guidelines.
- iii. The loan-to-value ratio ("LTV") of the property securing the borrower's mortgage exceeds 100% at the current market price of the property.
- iv. The borrower is one whom BOA/CFC are not prohibited or prevented by law or by contract either from soliciting or from providing principal modification.

g. *Required Documentation.* Required Documentation shall consist of the following documents:

- i. Credit Report.
- ii. Salaried/Hourly Wages – Most recent pay stub.
- iii. Self-Employed – Verbal financial information followed by completed P&L template certified by customer.
- iv. Alimony and Child Support – Copy of legal agreement specifying amount to be received (customer shall certify twelve-month continuance if not included in legal agreement) and most recent bank statement, deposit slip or canceled check as evidence.
- v. Other Taxable and Non-Taxable Benefits (Social Security / Disability / Pension / Public Assistance) – Award Letter OR most recent bank statement AND, if non-taxable, also need 4506-T.
- vi. Rental Income – Signed letter from customer detailing details of rental income AND most recent bank statement, deposit slip or canceled check as evidence.
- vii. Unemployment Benefits –
  - 1. Pursuant to the requirements of FHA HAMP, unemployment benefits can be included as income with a benefit letter supporting twelve-month continuance, AND

either two most recent bank statements, deposit slips or canceled checks as evidence, OR 4506T.

- viii. Other Income (investment / part-time employment / etc.) – All sources of income shall be documented.
- ix. Non-Borrower Income – With respect to non-borrower income, BOA/CFC shall apply the above rules depending upon type of income being used for qualifying non-borrower.
- h. *Settlement Loan Modification.* A Settlement Loan Modification is a modification made according to the following priority:
  - i. All delinquent interest payments and late fees will be capitalized.
  - ii. Principal will be forgiven in the amount necessary to achieve a DTI of 25%, subject to the provision that the LTV need not be reduced below 100%.
  - iii. If, following the principal reduction step, DTI is above 31%, the interest rate will be reduced to the extent necessary to achieve a DTI of 31%, but in no event will the interest rate be reduced below 2% (beginning at year five, any reduced interest rate will be adjusted upward, so as to increase the net present value (“NPV”) of modifications). HAMP step rate requirements will be utilized, as summarized below:
    - 1. Modified rate no lower than 2% is in effect for five years.
    - 2. At the end of five years, the rate steps up at (up to) 1% per year, until the PMMS rate in effect at the time of the modification is reached (rounded to the nearest eighth).
    - 3. Once the PMMS rate is reached, then the rate is fixed for the remainder of the loan term.
  - iv. If, following the interest rate reduction step, DTI is above 31%, provide payment relief through forbearance until the end of the term of the loan in the amount necessary to achieve a DTI of 31%.
  - v. Consistent with HAMP, the combined impact of forgiveness and forbearance will go no lower than a floor of 70% LTV.
  - vi. In all instances, the adjustments must be limited so as to provide a positive NPV, with the calculation based on the Treasury NPV model outcome. If, following the priority above, the modification produces a negative NPV, the steps in the priority will be adjusted (in reverse order) to produce successive 1% increases in DTI (but

in no event higher than 42%), and the NPV model will be re-run after each 1% payment adjustment. Modifications will be offered at the lowest DTI solution that is NPV-positive. There will be no modification if payments greater than 42% DTI are required to make the modification NPV-positive. BOA/CFC will be able to receive no more than 15% of their overall credit for First-Lien Mortgage Modifications under Exhibit D to the Consent Judgment from loans for which the modification is altered under this Paragraph 7.h.vi because the modification would otherwise have produced a negative NPV.

- vii. Subject to Paragraphs 7.h.i-vi, and the provision that LTV need not be reduced below 100%, there is no percentage limit on the reduction of unpaid principal balances.
- i. *Settlement Loan Modification Program Solicitation Requirements.* The Settlement Loan Modification Program Solicitation Requirements shall meet at least the following requirements:
  - i. If no Right Party Contact, as defined in Chapter II of the MHA Handbook, is established with the borrower since delinquency, BOA/CFC shall make a minimum of four telephone calls over a period of at least thirty days, at different times of the day.
  - ii. If no Right Party Contact is established with the borrower since delinquency, BOA/CFC shall send two proactive solicitations with a thirty-day response period, one via certified mail and the other via regular mail.
  - iii. Any contact with borrowers, whether by telephone, mail or otherwise, shall advise borrowers that they may be eligible for the Settlement Loan Modification Program.
  - iv. If Right Party Contact is established over the phone and the borrower expresses interest in the Settlement Loan Modification Program, BOA/CFC shall send one reactive package with a fifteen-day response period.
  - v. If the borrower does not respond by submitting the Required Documentation, BOA/CFC shall send another reactive package with a fifteen-day response period.
  - vi. If Right Party Contact is established but the borrower submits an incomplete set of the Required Documentation, BOA/CFC shall exhaust any remaining reasonable effort calls to complete the Required Documentation before declining these loans.

- vii. BOA/CFC shall consider input from state attorneys general or non-governmental organizations regarding best practices for borrower solicitation.
- j. *United States.* United States means the United States of America, its agencies, and departments.

ATTACHMENT 3  
IRG Assertion

See attached

### IRG Assertion

I am the Manager of the Internal Review Group of Bank of America. To the best of my knowledge, after undertaking reasonable due diligence, I certify that the Consumer Relief Report of Servicer for the period ending February 28, 2013 and the outcomes of the Satisfaction Review are based on a complete and accurate performance of the Work Plan and the State Side Agreement Testing Definition Template by the IRG. This IRG Assertion is given to the Monitor as identified in the Nevada Settlement Agreement.

IRG Manager: *Paula Brodham 10/15/13*

### Nevada

Consumer Relief	Reported to Date
See Note 1	
<b>Reported Credits through 2/28/13</b>	
<i>\$s in Millions</i>	<b>\$ Credit</b>
First Lien Modifications	\$189.0
Second Lien Modifications	\$286.3
Other Programs (see Note 2)	\$794.0
i. Other – Short Sales/Deed-in-Lieu	
ii. Other – All Except Short Sales/Deed-in-Lieu	
<b>Total Consumer Relief</b>	<b>1,269.3</b>

**Notes:**

- 1) This report reflects Consumer Relief Credits calculated as required in the state Settlement Agreement.
- 2) Other Programs include the following:
  - a. Enhanced Borrower Transition Funds Paid by Servicer (excess of \$1,500)
  - b. Short Sales/Deed in Lieu
  - c. Servicer Payments to Unrelated 2nd Lien Holder for Release of 2nd Lien
  - d. Forbearance for Unemployed Borrowers
  - e. Anti-Blight
    - i. Forgiveness of Principal Associated with a Property When No FCL
    - ii. Cash Costs Paid by Servicer for Demolition of Property
    - iii. REO Properties Donated
  - f. Deficiency Waivers